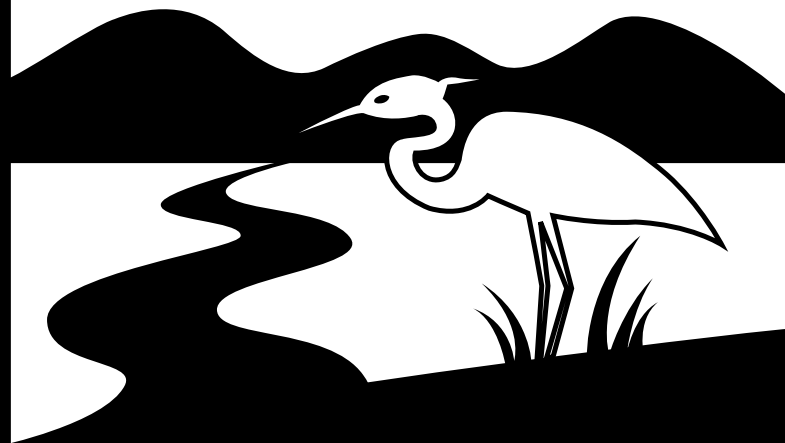


San Gabriel & Lower Los Angeles

RIVERS AND MOUNTAINS



CONSERVANCY

Board Report May 18, 2009

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NOTICE OF PUBLIC MEETING

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
“Rivers and Mountains Conservancy” (RMC)

will be held on

Monday, May 18, 2009

at

3:00 pm

at the following location:

**Progress Park Plaza Auditorium
15500 Downey Avenue
Paramount, CA 90723**

AGENDA

1. Roll Call
2. Election of Officers
3. Public Comment
(Public comment on items for the RMC will be taken at this time. Individuals wishing to comment must fill out a comment card at the meeting for the official record and will be allowed two minutes to speak, and representatives of organizations/agencies will be allowed three minutes to speak. Speaker time may be reduced depending on the number of speakers.)
4. Approval of Minutes
5. Chair's Report
6. Deputy Attorney General's Report
7. Executive Officer's Reports
 - A. Legislation and Initiatives
 - B. Budget Expenditure Report
 - C. Project and Liaison Activities
 - D. Review and status discussion of approved grant projects.
8. RMC Regular Calendar
 - A. Consideration of a resolution approving the Watershed Conservation Authority preliminary FY09/10 Budget.
 - B. Consideration of a resolution amending the Los Cerritos Wetlands Joint Powers Agreement.
 - C. Consideration of a resolution approving a grant amendment to the Mountains Recreation and Conservation Authority for capital project management services (RMC3635).
 - D. Consideration of a resolution recommending that the Watershed Conservation Authority to enter into a Memorandum of Agreement with the Los Angeles Conservation Corps for the Duck Farm.
 - E. Consideration of a resolution recommending that the Watershed Conservation Authority to enter into a Lease Agreement with the Mountains Recreation and Conservation Authority for the Duck Farm.
 - F. Consideration of resolution supporting AB139, Brownley which amends Sections 2 and 16 of the Los Angeles County Flood Control Act (Chapter 755 of the Statutes of 1915), relating to the Los Angeles County Flood Control District.
 - G. Consideration of a resolution authorizing a grant application in cooperation with the Los Cerritos Wetlands Authority for the USFWS National Coastal Wetlands

- Conservation Grant Program for the acquisition of properties within the Los Cerritos Wetlands Complex and execute such agreements as may be necessary for managing the USFWS grant.
9. Board member comments
 10. Announcement of next meeting date – June 22, 2009
 11. Adjournment upon completion of business

The RMC may hold a closed session on any public hearing item pursuant to Section 11126(c)(7)(A), Section 11126(e) and Section 11126.3(a) of the Government Code.

For additional information concerning the meeting, please contact the Deputy Executive Officer, Alina Bokde at (626) 815-1019 or visit the Rivers and Mountains Conservancy web page at www.rmc.ca.gov

Note: In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in the meeting, including auxiliary aids or services, please contact the Executive Secretary at (626) 815-1019 at least 3 days prior to the meeting.

**MINUTES
REGULAR MEETING
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY
RIVERS AND MOUNTAINS CONSERVANCY (RMC)
City of Long Beach
November 24, 2008**

1. CALL TO ORDER

The meeting was held at the Long Beach Aquarium of the Pacific located at 100 Aquarium Way, Long Beach, CA 90802, and the meeting was called to order at 3:22pm.

MEMBERS PRESENT

Mr. Dan Arrighi, Chair
Mr. Frank Colonna, Vice Chair
Mr. Patrick O'Donnell
Mr. Dean Grose
Mr. Edward Wilson
Ms. Sharon Martinez
Mr. Denis Bertone
Mr. Gordon Shanks

Ms. Marilyn Thoms (for Mr. Speegle)
Mr. Daniel Sulzer (for Colonel Magness)
Mr. John Donnelly
Mr. Stan Chen (for Mr. Stetson)

MEMBERS ABSENT

Mr. Michael Genest
Mr. David De Jesus
Mr. Dean Efstathiou

Ms. Teresa Villegas (for Sup. Gloria Molina)
Mr. Bryan Cash (for Secretary Chrisman)
Ms. Debbie Smith (for Ms. Adams)
Mr. Ron Schafer (for Ms. Coleman)
Ms. Jody Noiron (for Mr. Weingardt)

STAFF PRESENT

Belinda Faustinos, Executive Officer
Valerie Thompson, Executive Secretary
Terry Fujimoto, Deputy Attorney General

2. PRESENTATION ON THE LONG BEACH AQUARIUM OF THE PACIFIC WATERSHED EXHIBIT.

Barbara Long gave the presentation noting that the project was primarily funded by the RMC and she focused on three main components of the project which were 1) the classroom which is a lead platinum building, 2) the Watershed Exhibit, and 3) the native landscaping element. She thanked the Board for providing the necessary funding that was needed to complete the project.

3. PUBLIC COMMENT

A public comment was made regarding the Whittier Narrows Nature Center and the destruction of trees that are on the site. No name was given.

4. APPROVAL OF MINUTES

No corrections were noted.

Vice Chair Colonna motioned to approve the minutes; Mr. O'Donnell seconded the motion. Mr. Shanks abstained. Passed.

5. CHAIR'S REPORT

No report was given.

6. DEPUTY ATTORNEY GENERAL'S REPORT

No report was given.

The Executive Officer introduced Gordon Shanks, new voting Board member, representing Orange County.

7. EXECUTIVE OFFICER'S REPORTS

A. Legislation and Initiatives

The Executive Officer reported that many of the bills that were introduced in the prior session were included in the staff report and that some of them will become two year bills. It was noted that staff would keep the Board updated once the legislature returns to its regular session.

B. Budget Expenditure & Status Report

The Executive Officer referred the Board to the summary of the capital outlay program on page 21 of the Board report which included Prop. 40, 50, and 84 funding. It was noted that the conservancy has done extremely well with allocation of funds for Prop. 40 and 50, with the exception of a small amount that will have to be re-appointed in the next fiscal year, and that staff is working with the Department of Finance and the Resources Agency to ensure that it will be included in the Governor's budget and be made available for encumbrance in July 2009. It was also noted that with the approvals that were made by the Board at the last meeting, Prop. 84 funds are down to \$13 million. A summary of the operations budget was also given. There was a brief discussion regarding the environmental license plate funds.

C. Project and Liaison Activities

The Executive Officer gave an update on the Los Cerritos Wetlands Authority Bixby property, Vasquez Property and the Whittier Narrows Equestrian project. The specific details of each item was included in the Board report.

D. Review and Status Discussion of Approved Grant Projects.

The staff report was self-explanatory.

8. RMC REGULAR CALENDAR

A. CONSIDERATION OF A RESOLUTION TO AUTHORIZE A GRANT TO THE CITY OF POMONA FOR THE JEFFERSON PARK PROJECT (RMC 08103).

The Executive Officer gave a brief summary and description of the site, and it was noted that it is a park poor area in the City of Pomona and that it is a great opportunity to bring natural open space to that vicinity.

Vice Chair Colonna moved to adopt the resolution; Mr. Bertone seconded the motion. Unanimously passed.

B. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT TO THE LEAGUE OF WOMEN VOTERS OF CLAREMONT FOR THOMPSON CREEK PHASE I FEASIBILITY STUDY (RMC 08108).

The Executive Officer gave a brief summary and description of the site, and it was noted that the area is going to be studied for potential acquisition, and that there is a very significant alluvial fan sage scrub area. It was also noted that the funding would determine the feasibility of which portion of the site might work for restoration planning, groundwater recharge and recreational access.

Vice Chair Colonna moved to adopt the resolution; Mr. O'Donnell seconded the motion. Unanimously Passed.

C. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT TO THE CITY OF MONROVIA FOR ACQUISITION OF MONROVIA HILLSIDE WILDERNESS PRESERVE (RMC 08109).

The Executive Officer gave a brief update and description of the site and it was noted that the City of Monrovia passed their own parcel tax in order to complete acquisitions within their community. It was also noted that this particular parcel is the last parcel to complete the Hillside Wilderness Park. Alice Grazelle thanked the Board and staff for their consideration.

Mr. Bertone moved to adopt the resolution; Ms. Martinez seconded the motion. Unanimously passed.

D. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT AMENDMENT TO THE LOS ANGELES AND SAN GABRIEL RIVERS WATERSHED COUNCIL FOR THE COMPTON CREEK DAYLIGHTING STUDY (RMC 3621).

The Executive Officer gave a brief update on the project, noting that there has been a re-alignment of the budget items to reflect the scope of work that must be done in order to analyze all of the various opportunities for day lighting and that there is a slight short fall for community outreach within the budget.

Mr. Wilson moved to adopt the resolution; Vice Chair Colonna seconded the motion. Unanimously passed.

Mr. Schubel, Director of the Aquarium of the Pacific, thanked the RMC for providing the funding for the Watershed Exhibit.

E. CONSIDERATION OF A RESOLUTION RECOMMENDING THAT THE WATERSHED CONSERVATION AUTHORITY ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE PLANNING OF THE WALNUT CREEK HABITAT AND OPEN SPACE PROJECT (RMC 3522).

The Executive Officer gave a brief explanation of the process for RMC recommendations to the WCA to entertain an action. It was reported that the Tzu Chi Foundation has asked that the WCA to enter into an MOU so the Tzu Chi and WCA can jointly plan for the site since the properties are adjacent to one another. It was noted that Mr. Fujimoto and project manager Jane Beesley have been working with the Tzu Chi and their representatives, and have come to some good resolutions regarding how to plan for the project. It was also noted that the City of San Dimas is not going to be a party to the MOU; but will participate in the planning phase.

Mr. Bertone moved to adopt the resolution; Vice Chair Colonna seconded the motion. Unanimously passed.

F. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT TO THE CITY OF BELLFLOWER FOR THE PALM STREET LINEAR PARK (RMC 08110).

The Executive Officer gave a brief summary and description of the site and noted that it is a very significant project as it meets some of the urban area demands. It was also noted that the project scored extremely well.

Mr. Wilson moved to adopt the resolution; Mr. O'donnell seconded the motion. Mr. Colonna abstained. Passed.

G. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT TO THE CITY OF EL MONTE FOR THE KRANZ SCHOOL JOINT USE NATURAL TRAIL (RMC 08111).

The Executive Officer reported that the project is one of the few projects that will pursue joint use of a school property with public access. It was noted that the site is in a heavily urbanized area of El Monte.

Mr. Bertone moved to adopt the resolution; Mr. Grose seconded the motion. Unanimously passed.

H. CONSIDERATION OF A RESOLUTION APPROVING CHRIS SOLEK AS A NEW MEMBER FOR THE HABITAT AND SCIENCE ADVISORY PANEL.

The Executive Officer reported that Mr. Solek has very relevant professional experience for the position. Mr. Solek's resume was included in the Board report.

Mr. Bertone moved to adopt the resolution; Mr. Wilson seconded the motion. Unanimously passed.

I. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE BIG TUJUNGA DAM HABITAT RESTORATION AND ENHANCEMENT (RMC 08112).

The Executive Officer gave a brief summary and noted that the funding would be used to add a low flow valve in order to improve habitat for the Santa Ana Sucker.

Mr. Wilson moved to adopt the resolution; Mr. Bertone seconded the motion. Unanimously passed.

J. APPOINTMENT OF MEMBER TO THE WATERSHED CONSERVATION AUTHORITY.

The item was deferred.

K. CONSIDERATION OF RESOLUTION AUTHORIZING A GRANT AMENDMENT TO THE WATERSHED CONSERVATION AUTHORITY FOR GREEN VISIONS PHASE III (RMC 3240).

The Executive Officer explained that funding for the grant would come from both the capital outlay and operations budget, and that a portion of the work is being allocated for ongoing updates to the database. It was noted that it is more of an operational expenditure and that 75 percent will be used for new features which will allow for the development of tools for the watershed elements of the Green Visions tool kit that are currently being developed.

Vice Chair Colonna moved to adopt the resolution; Mr. Bertone seconded the motion. Unanimously passed.

9. BOARD MEMBER COMMENTS

Mr. Bertone noted that the City of San Dimas has expressed their gratitude for how cooperative and helpful staff has been. Mr. Grose spoke on behalf of Orange County in regard to staff; however, the comments could not be heard clearly on the recording. Mr. Wilson mentioned that the presentation that was given by the Executive Officer and Alina Bokde at the Gateway COG meeting was well accepted.

10. ANNOUNCEMENT OF NEXT MEETING DATE

The next Board meeting will be held on January 26, 2009, in the City of Rosemead at 3:30pm.

11. ADJOURNMENT UPON COMPLETION OF BUSINESS

The meeting was adjourned by Chair Arrighi at approximately 4:10pm.

DATE: Monday, May 18, 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 7A: Executive Officer's Report- Legislation and Initiatives

There is no report for this item due to staff shortages.

DATE: May 18, 2008

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 7B: Executive Officer's Report- Budget Expenditure & Status Report

BACKGROUND: Please refer to the attached reports on expenditures and encumbrances for Operations and Support and Capital Outlay Programs. There are no significant issues to report.

Capital Outlay

Proposition 40, 50 and 84 Reports: This report was completed for the November 2008 board meeting and has not changed since that time due to the bond freeze. The report provides a comparison of the total allocated funds of previous board actions against Proposition Capital Outlay funding allocations. For a detailed report on each approved grant and associated funding level, please see Item 7D.

Support & Operations

Fiscal Year 2008/09 Support Expenditures Report: The "Fiscal Year Support Expenditures" report assists the RMC in tracking allocated income and expenditures for the fiscal year. The revenue section of the report delineates the three fund sources for operations, the Environmental License Plate Fund, Proposition 40 and Proposition 50.

The appropriated operating budget for the RMC is shown in the far left column. The expense section displays and tracks the administrative and operation expenses for the RMC. This section is separated into two (2) sections: Personnel Services and Operating Expenses/Equipment. The information is further detailed to track monthly and cumulative expenditures, encumbrances and the balances.

Due to the bond freeze staff was directed to reduce expenditures as much as possible and therefore it is expected that there will be a carryover balance in the bond funds that will be available for appropriation in subsequent years.

Exhibit A

**RIVERS AND MOUNTAINS CONSERVANCY
PROPOSITON 40 CAPITAL OUTLAY FUNDING SUMMARY AS OF 11/12/2008**

Funding Allocation	
FY 02/03	\$5,330,000
FY 03/04	\$12,400,000
FY 04/05	\$6,200,000
FY 05/06	\$12,670,000
TOTAL	\$36,600,000
Approved Projects (Encumbered)	\$35,623,503
Approved Projects (Not Yet Encumbered)	\$0
Unallocated Funds	\$ 976,497

PROPOSITON 50 CAPITAL OUTLAY FUNDING SUMMARY AS OF 11/12/2008

Funding Allocation	
FY 03/04	\$4,500,000
FY 04/05	\$6,200,000
FY 05/06	\$4,500,000
FY 06/07	\$2,800,000
TOTAL	\$18,000,000
Approved Projects (Encumbered)	\$12,325,787
Approved Projects (Not Yet Encumbered)	\$0
Unallocated Funds	\$5,674,213

PROPOSITON 84 CAPITAL OUTLAY FUNDING SUMMARY AS OF 11/12/2008

Funding Allocation	
FY 07/08	\$25,000,000
Future funding	\$26,000,000
TOTAL	\$51,000,000
Approved Projects (Encumbered)	\$17,022,340
Approved Projects (Not Yet Encumbered)	\$37,739,970
Unallocated Funds	\$13,260,030

Exhibit B

RIVERS AND MOUNTAINS CONSERVANCY
Support Budget FY 08/09 - Status Report - May 2009

REVENUE			
ITEM	BUDGET	FUND #	
ENVIRONMENTAL LICENSE PLATES	348,000	01400	
PROPOSITION 40	178,000	60290	
PROPOSITION 50	154,000	60310	
PROPOSITION 84	540,000	60510	
TOTAL REVENUE	1,220,000		

EXPENSES				
ITEM	BUDGET	TOTAL EXPENDITURES TO DATE	Enc.	AVAILABLE BALANCE
PERSONNEL SERVICES	570,000	450,000		120,000

Operating Expenses and Equipment

General
Expense

206	Miscellaneous Office Supplies	49,948	2,873	47,075
207	Freight and Drayage	400	0	400
213	Clerical and nonprofessional services	5,000	0	5,000
215	Advertising	1,000	0	1,000
217	Meetings, conferences, and exhibits	1,000	0	1,000
223	Library purchases	12,000	10,667	1,333
226	Minor equipment	15,000	12,480	2,520
227	Office equipment rental, maint., & repair	3,000	0	3,000

Printing

244	Office copier expense (rental, maint.)	10,000	7,547	2,453
245	Printed forms and stationary	2,000	1,325	675
246	Office Copier Supplies	4,000	0	4,000
248	Printing - Not Otherwise Classified		0	0

Communications

252	Cell phones, PDAs, pagers	10,800	6,540	4,260
253	Central communication	500	0	500
255	Messenger services	500	0	500
257	Telephone	4,500	2,030	2,470
258	Communications -Not Otherwise Classified	4,000	1,888	2,112
259	Maintenance	3,000	990	2,010

Postage

262	Postage, stamps, stamped envelopes, etc.	4,800	0	4,800
263	Postage Meter (rent, repair, refills, supplies)	2,500	1,555	945

Travel: In-State

292	Per Diem	4,000	0	4,000
293	State Vehicle - General Services	6,000	1,708	4,292

Item 7B

	294	Commercial Air Transportation	3,000	1,120	1,880	
	295	Other Transportation	300	0	300	
	296	Private Car	400	0	400	
	297	Rental Car	400	0	400	
	301	Taxi and Shuttle Service	500	0	500	
	308	Travel - Not Otherwise Classified	500	0	500	
Training						
	332	Tuition and Registration Fees	10,000	0	10,000	
	333	Training Films and Slides	2,000	0	2,000	
Facilities Operation						
	344	Janitorial Services	18,480	9,904	8,576	
	345	Security	3,672	624	3,048	
	346	Recurring Maintenance Services	4,000	0	4,000	
	348	Waste Removal	4,000	559	3,441	
	352	Special Repairs	0	0	0	
Utilities						
	362	Electricity	9,000	3,962	5,038	
	365	Propane for heating	9,000	3,991	5,009	
	378	Utilities - Not Otherwise Classified	10,000	2,560	7,440	
Professional Services						
	382	Interdepartmental Professional Services	80,000	23,621	56,379	
	418	External Professional Services	240,000	24,440	215,560	
Information Technology						
	435	IT - Not Otherwise Classified	1,000	0	1,000	
	436	Supplies	2,000	0	2,000	
	445	Software	15,000	11,359	3,641	
	446	Hardware	10,000	0	10,000	
	448	Internet Service Provider	4,800	1,240	3,560	
	449	Electronic Waste and Disposal Fees	2,000	0	2,000	
Central Administration Services						
	438	Pro Rata	46,000	0	46,000	
	451	Equipment	30,000	25,504	4,496	
OPERATIONS SUBTOTAL			650,000	159,604	0	490,396
TOTAL EXPENSES			1,220,000	609,604	0	610,396

DATE: May 18. 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 7C: Executive Officer's Report- Project and Liaison Activities

San Gabriel River Discovery Center Authority (Authority): All project work suspended with the exception of the environmental process and finalizing the lease and sublease for the project area. The project is now staffed part-time by the Administrative Assistant. All other support is provided via contributed staff time of Authority members. Two consultants are funded to continue critical services, EDAW for the environmental and Alma Martinez Assoc. for the lease/sublease.

Preparation of the draft Environmental Impact Report (DEIR) for release for public comment has continued with gap funding by the Authority water district members, combined with an exchange of contracted services between Authority members LA County Department of Parks and Recreation and the RMC. Public comment period will be extended from 45 days to 60 days, and there will be two public comment meetings. Release of the DEIR is anticipated in late May. Staff continues to invite comment and input during the Public Comment period on the Draft EIR. We are taking contact information (must have a mailing address), so that we can provide notice to all interested of the Public Comment period, and how to access/obtain a copy of the Draft EIR.

As mentioned, the lease and sub-lease development process continues. The Authority Board will adopt these items as part of their discretionary action at the time the environmental document is adopted.

Los Cerritos Wetlands Authority (LCWA): Activities regarding acquisition of the Hellman 100 acres site in Seal Beach are continuing. LCWA accepted the RMC grant funds for acquisition related expenses associated with the Hellman Property and hired Russell Reynolds to complete the appraisal. The RMC grant was stopped on December 2008 due to the state bond freeze but the updated appraisal report and DGS review appraisal approval were completed on February 2009 with LCWA funds. The Purchase and Sale Agreement and Pollution Legal Liability are being finalized and the documents to purchase the property are ready pending WCB release of acquisition funds. LCWA is also actively applying for various other acquisition funds, in case WCB funds are unavailable.

LCWA received a Coastal Development Permit in April 2009 to complete the Phase I Habitat Maintenance Workplan and plans to begin work September 2009.

Los Angeles & San Gabriel Rivers Watershed Council (Watershed Council): The Watershed Council was able to keep most programs intact during the bond freeze. In fact staff was instrumental in developing a list of potential projects that could be packaged for a private bond sale in the region. Attached to this report is the edition of WatershedWise which features excerpts from the Fall Symposium titled: Building a Healthier San Gabriel River Watershed.

In February 2009 the LASGRWC hosted a symposium for its stakeholders focusing on the value of using a watershed approach during this difficult economic situation. The symposium

highlighted opportunities to use Federal Stimulus monies and to craft other stimulus initiatives to improve water use efficiency.

Integrated Regional Water Management (IRWM) Plan: Sub-regions of the Greater LA Region (LA Region) are in the process of creating project “priority” lists for consideration in the expedited round of Proposition 84 funds which may be released later this year. Further, the LA Region completed an application for “regional acceptance” that is expected to resolve various instances of regional overlap in this program. Lastly, your Executive Officer was recently elected as Vice Chair of the Lower SG and LA Rivers Sub Region and is now a seated member of the Leadership Committee.

National Park Service (NPS) San Gabriel River Watershed Special Resource Study (San Gabriel SRS). The NPS planning team is preparing alternatives for the special resource study regarding a “significance statement.” The next steps for this special resource study are as follow: 1. The NPS will refine the preliminary management options; 2. By this Fall the NPS will begin to contact stakeholder groups to schedule a follow-up meeting to discuss and review the refined preliminary management options; 3. After stakeholder review, a broader public review effort will begin. More information is available at <http://www.nps.gov/pwro/sangabriel>.

Upper Santa Clara River: The RMC Board approved funding for acquisition of several parcels located within the Soledad Canyon CAPP Acquisition project; but due to the state bond freeze the grant was not authorized and the acquisition was delayed six months. Once state bond funds are released the grant agreement will be authorized and acquisition can take place within 3-5 months pending appraisal report is approved by DGS.

Conservation efforts in the upper Santa Clara River Watershed continue. A plan for implementation of the Conceptual Area Protection Plan has been finalized. Discussions are ongoing between biodiversity working group partners, the City of Santa Clarita and the consultants working on the project regarding acquisition opportunities. The One Valley One Vision Plan (OVOV), a joint effort between the County of Los Angeles, the City of Santa Clarita and Valley residents and businesses to create a single vision and guidelines for the future growth of the Valley and the preservation of natural resources in the upper Santa Clara River Watershed will seek to create a green belt along the upper Santa Clara River to the east of the city. City residents recently approved an assessment district aimed at providing funds for preservation of a green belt as outlined in OVOV. The City hopes to leverage the assessment district funds to maximize the funds available for acquisitions. The City of Santa Clarita is currently working to secure enactment of H.R. 5887, the Soledad Canyon Mine Act that provides for a resolution that would transfer of mining rights, currently held by CEMEX, a mining company, to a location close to Victorville, California. H.R 5887 creates a mechanism for the Secretary of the Interior to cancel the two contracts for sand and gravel mining that CEMEX presently has with the Bureau of Land Management.

The South Coast Wildlands Project (SCWP) received a grant from the Resources Legacy Foundation to provide start-up costs for a non-profit land trust in the upper watershed that will engage with the local communities of Agua Dulce and Acton and, in coordination with the biodiversity working group, will focus on and continue conservation efforts and partnerships in the upper Santa Clara River watershed. SCWP recently published a report highlighting the upper Santa Clara River watershed area as a significant wildlife linkage in the network of linkages for the South Coast Ecoregion. The report, South Coast Missing Linkages: A Wildland Network for the South Coast Ecoregion is available on line at <http://www.scwildlands.org>.

The Bureau of Land Management is conducting workshops in association with its revision of the South Coast Resource Management Plan (SCRMP). The RMC Board authorized a memorandum of understanding with BLM for RMC participation in the Plan revision. The BLM team continues work on the revision.

Green Visions: Phase I and Phase II are complete. Phase III was stopped on December 2008 due to the state bond freeze. The project resumes work on May 2009 due to non-state matching funds from LA County DPW and is scheduled to complete work on August 2009. The RMC and WCA Board approved a budget amendment on December 2008 but no Amended Agreement has been authorized and is awaiting funds from bond funds.

Duck Farm Project: Phase 1A project development activity has been suspended due to the bond freeze, with the exception of a limited project with non-bond funding. Supplemental Environmental Project funding from the USEPA is providing ongoing work on phytoremediation (use of plants to remediate soil contaminants) of 14 acres at the Duck Farm. This work will require a revision to the Scope of Work for the EDAW contract for Phase 1A. The MRCA Rangers continue surveillance of the site mainly for security purposes, with reduced hours due to WCA cash flow limitations. Brush removal was conducted in April over the entire site.

The equestrian operator is voluntarily vacating the site and the related house at the direction of the WCA Board. All boarders at the center have vacated and it will remain closed during a period of community outreach and formation of an advisory committee which will provide guidance for future long term equestrian operations at the site. From this information, the WCA will evaluate potential configurations for fiscally viable long term operations and circulate a request for qualifications, then a request for proposals. It is anticipated this process may take approximately 12 months. In the interim, the premises and the house will undergo health and safety modifications. The house and premises will be under the care of an MRCA employee, under a lease agreement which provides tenancy in exchange for care and surveillance services.

Azusa River Wilderness Park Project: The WCA staff worked with the Community Resources Connection to host the Think River Event, a clean-up of the San Gabriel River to celebrate Earth Day. We had over 200 participants with City of Azusa officials speaking. Activities related to bond funding have stopped, but will re-start once bond funds become unfrozen. Priorities include a boundary survey of the Canyon Inn Property, demolition of the mobile home park and the upgrade of the filtration system for the community water system.

Emerald Necklace: The Emerald Necklace is a vision for a 17 mile loop of parks and greenways connecting 10 cities and nearly 500,000 residents along the Río Hondo and San Gabriel Rivers. Since its inception, a number of stakeholders have developed numerous projects and activities that help accomplish this vision. In order to better coordinate and facilitate both projects and activities along the Emerald Necklace, staff participates in monthly coordinating meetings with Supervisor District 1 staff and other stakeholders. A purpose of these meetings is to discuss the current status of on-going projects and coordinate the prioritization of projects along the Emerald Necklace for recreational and habitat enhancement purposes. A draft MOU between LS County FCD and Amigos de los Rios has been completed and will go to the Board of Supervisors in June/July for adoption. The MOU outlines the roles and responsibilities of both parties related to project development and maintenance of improvements along the Emerald Necklace.

Compton Creek Watershed Activities: Staff continues to participate in the Compton Creek Task Force (Compton City staff, MRCA, Coastal Conservancy, Heal the Bay, Watershed Council, Compton School District, County Public Works and others) to assist with identifying projects that help meet RMC's program goals, support the rehabilitation of the Compton Creek Watershed and provide open space, park, and trails. Staff participated in key meetings with the staff of newly elected Supervisor Mark Ridley-Thomas (2nd District) to assess the status of projects along the Compton Creek for future funding consideration including Prop A and the federal government stimulus funds. The status of the Compton Creek Daylighting Study was on hold due to the state budget freeze but is expected to continue through December 2009.

Habitat and Science Panel (HSAP): HSAP met on November 12 to conduct a tour of the Whittier Narrows Natural and Recreational Areas and provided recommendations for the Whittier Narrows Plan Update. Meetings were cancelled for January and March 2009 due to the state bond freeze but meetings resumed in May when the panel is scheduled to continue working on evaluating the RMC's PECs utilized in the 2007-2008 Grant Cycle and developing the framework and critical elements for an Adaptable Monitoring Plans for RMC Grantees.

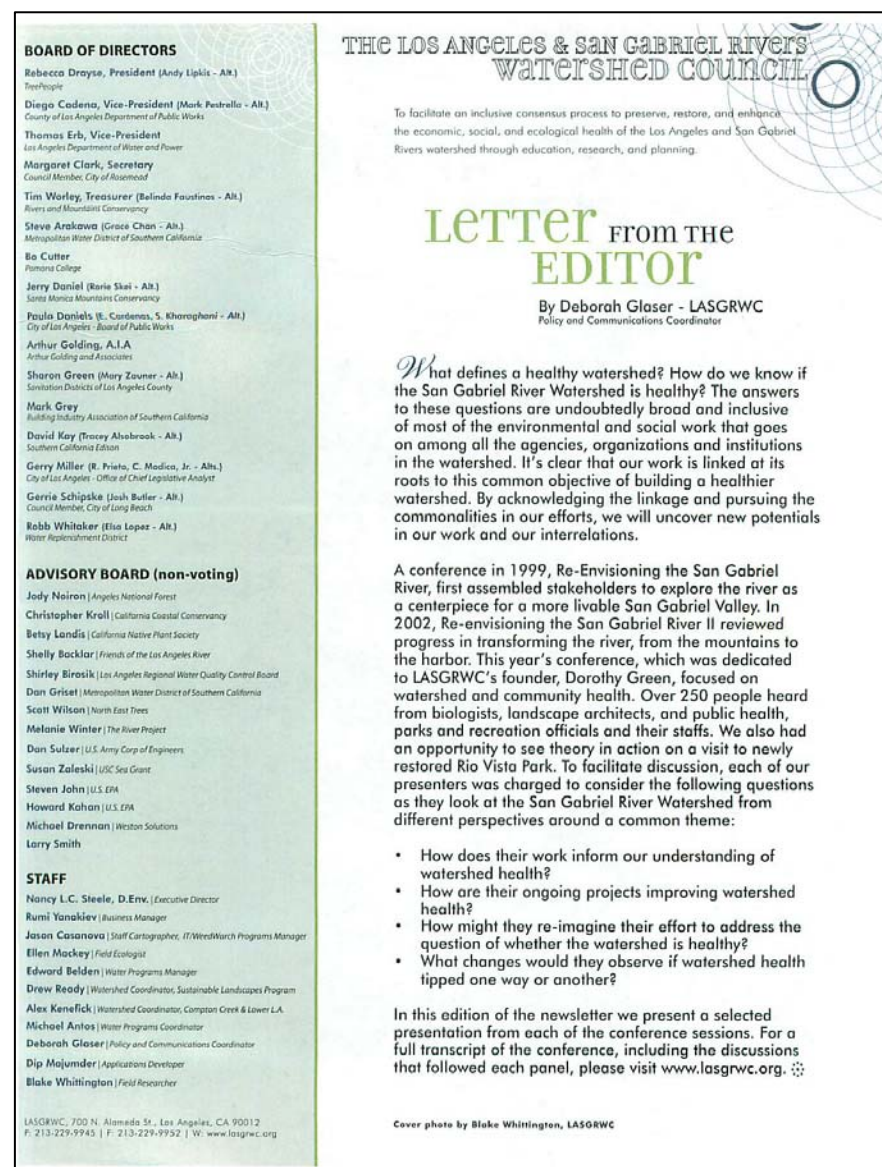
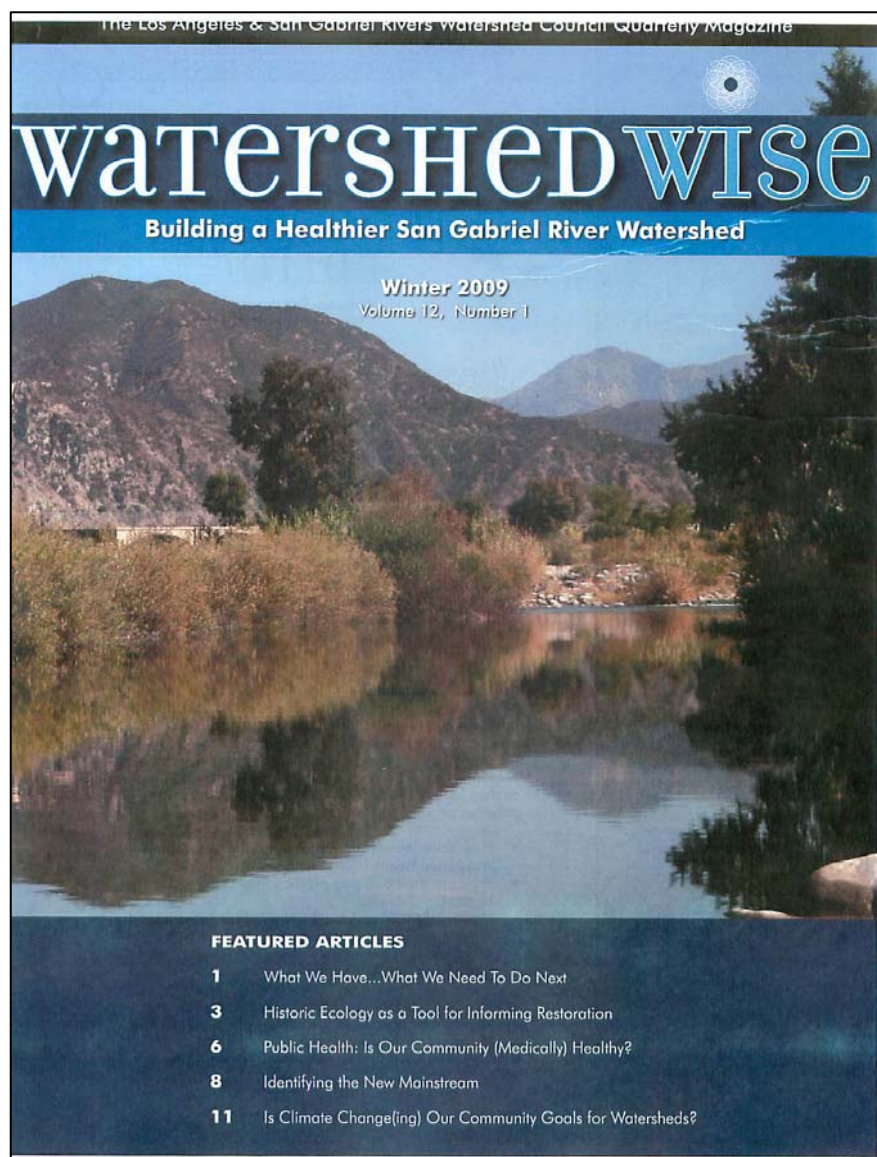
Executive Officer Activities:

City of Pasadena Open Space Element Committee (Committee): Your Executive Officer is participating as a member on this Committee as a subject matter expert to assist the City of Pasadena with recommendations for updating the Open Space/Conservation Element of the City's General Plan Update. The Committee is expected to meet monthly for the next year.

Statewide Watershed Program Public Advisory Committee (Committee): This Resources Agency Secretary appointed statewide committee met over the course of the last year and developed recommendations for creating a statewide watershed program. Those recommendations have been included in a legislative bill which would establish the Watershed Program within the Department of Conservation.

San Gabriel Valley Council of Governments Energy, Environment and Natural Resources Committee (EENR Committee): The EENR Committee meets on a monthly basis and your Executive Officer participates as a non-voting member. The voting members are Mary Ann Lutz, Chair (Monrovia), Denis Bertone, Vice-Chair (San Dimas) and Sam Pedroza, Member (Claremont). There are five working groups for the EENR Committee: Air, Energy, Open Space, Solid Waste and Water. An agency representative also participates in the monthly Water working group meetings.

Exhibit: The Los Angeles and San Gabriel Rivers Watershed Council Quarterly Magazine





What We Have...What We Need To Do Next

Lillian Kawaski, Board Vice President,
Water Replenishment District of Southern California

Photo by Aquaformia.com

The Water Replenishment District (WRD) manages the West Coast Groundwater and Central Groundwater Basins, the two most utilized groundwater basins in the state, which together produce about 77 billion gallons of groundwater annually. When you pull water out, it leaves a vacuum, and you have to replace it. This is why the Water Replenishment District was formed.

Approximately two-thirds of Southern California's water supply comes from northern California or the Colorado River, about one-third from local groundwater. Our water dependence on the Colorado River is tied not only to what happens in California but also six western states. I'm working right now with an initiative called Carpe Diem ("seize the moment"), which is concerned with climate change challenges to our water supplies in the West.

Demand Side Opportunities

Although we sometimes talk about climate change as if it's a long time off, the effects are already being manifested. The reduced snow pack in the Sierras means not only less water, but also earlier spring flows. Last year we had the driest year on record in Southern California, and we're into our eighth or ninth year of drought on the Colorado River. The six other states that have been allocated water from the Colorado River are increasingly taking more of their share, and the Metropolitan Water District of Southern California is no longer making water available for groundwater recharge. Population increases are putting additional demand on our systems, not only in California, but also in Las Vegas and the Southwest.

On the demand side, water conservation and aggressive water reuse are the best way to address these challenges. Gov. Schwarzenegger has targeted a 20 percent reduction in the state's per capita water use by 2020, and a similar target was set in AB 2175. Outdoor landscaping is currently a major focus for WRD, and, it looks like the stakeholders have reached a consensus on a statewide-recycled water policy that will accelerate use of recycled water while protecting public health and the environment.

Stormwater capture is another new source of supply. We currently lose more than 50 percent of our wet weather flows, but we can reduce this by improving our spreading grounds and cleaning out debris. Similarly, a joint advanced water treatment project is also being discussed between L.A. County Sanitation Districts, the Upper San Gabriel River and the Water Replenishment District to treat wastewater effluent for groundwater recharge, a source of supply that otherwise would have been lost.

It's estimated that if we took advantage of all the opportunities available statewide, it would amount to seven million acre-feet a year, which is more water than has ever been exported from the Sacramento Delta.

We also need to focus on multiple benefit projects geared toward watershed management. Using stormwater in a way that either mimics or augments natural processes will not only enhance our water supply, but also improve water quality while creating new or improved habitats and open space. This multi-benefit approach is also a good hedge against the effects of climate change.

...continued on p. 2

WRD has about 400,000 acre-feet of storage space, which is approximately the same amount of useable space—not capacity but useable space—as Metropolitan's Water District's Diamond Valley reservoir, which cost \$2 billion to build. If we include all ten regional groundwater basins, we have approximately two million acre-feet of groundwater storage. I call this "the treasure beneath our feet." Using stormwater for groundwater recharge will not only improve the inland water supply situation but also water quality at our coasts and will help cities and permittees who are struggling with meeting TMDL requirements (Total Maximum Daily Loads).

However, as we begin to take advantage of local supplies, it's important to remember we must also conduct the proper kind of groundwater monitoring to insure we're safeguarding the environment, protecting human health and not in any way degrading water quality.

A Good Investment

It's extremely clear we have to get completely off imported water. And we can do it. The question is, do we have the will?

We need to rethink:

1. *How water is stored and delivered.* Our water policies have been based on the idea that we can always get additional water.

2. *Our ecosystems.* As we begin to use ecosystems for human benefits, we also begin to impact the quality of our habitats, which need to be protected.
3. *Our economy.* We need to make sure that agriculture and our other economic sectors continue to prosper. This has a direct impact on all of us, which we've seen recently in rising food costs.
4. *Issues of equity.* We need work to make sure that all people in all communities have access to clean, affordable water.

We need to get to self-sufficiency. At WRD we've initiated efforts with our Water Independence Network (WIN), but we need to do this throughout Southern California. We've certainly got the technology and the talent, so it's a matter of securing the necessary commitments, including:

- *Political leadership.* We need to give people like Assemblymember Mike Eng (District 40), Assemblymember Ted Lieu (District 53) and Assemblymember Mike Feuer (District 42) more support in making water quality a high priority with a much more engaged and educated community.
- *Water strategies.* What's our focus going to

be, surface storage or groundwater storage? Who's going to pay, who's going to benefit? How do we address disadvantaged communities that have not been able to access the very bonds they are paying for?

- *Climate change.* Are we going to make billions of dollars of investments without properly accounting for climate change? Not climate only from the standpoint of mitigation—to offset greenhouse gases—but also adaptation.
- *Low Impact Development.* We need to work much harder to promote this as the Best Management Practice for managing stormwater.
- *Statewide Water Planning.* The California Water Plan Update is out now for public review. Very shortly we'll have the Bay Delta governance. Very much of what happens in the Delta is tied directly to our goals of reducing import demand and achieving self-sufficiency.

I encourage all of us to have greater participation, not only in what we do in our local communities, but also better representation in statewide decision-making. The water management decisions, or indecisions, that are being made now will very likely shape our future in California. ❖

Historic Ecology as a Tool for Informing Restoration

Photo courtesy of the Benjamin and Gladys Thomas Air Photo Archives, UCLA Department of Geography

By Eric Stein,
Principal Scientist, Watersheds Department,
Southern California Coastal Water Research Project

Why do we care about the past? Not because we're trying to recreate what we had before. We recognize there have been irreplaceable changes that prohibit us from recreating processes and resources that occurred 150-200 years ago. Instead, our goal is to determine how the past can inform our decisions about the future.

Historical information can also provide an important point of reference to see how things have changed over time. This kind of analysis also provides context for understanding the mechanisms and processes that have led to ecosystem decline, which in some cases are the same as what we're attempting to manage today. Finally, when we think about how and where we want to restore or rehabilitate a watershed, the past can provide important information about what types of wetlands we need to put back into the landscape and where they might be best supported.

So fundamentally historical ecology is trying to answer these basic questions:

How much wetlands have been lost?
Which wetlands have been most impacted?
What should be our restoration priorities?

Our long-term vision is to think regionally, not about just one watershed, but a set of watersheds and to think about the processes and mechanisms that influenced watershed distribution throughout Southern California. Did these differ between watersheds and how? The project I'm discussing today is focused on understanding the historical distribution of wetlands in a defined part of the San Gabriel River Watershed. Historically the Los Angeles River and San Gabriel River watersheds were one. Today they function as distinct watersheds, and for purposes of this study, we had to make an arbitrary division between them.

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How do we do historical ecology? Today we can pull up accurate maps and rely on mapping standards and quality assurance, but that wasn't true 150 years ago. So we base our conclusions on what we call the weight of evidence approach in which we compile as many different pieces of information as we can from different sources. We assemble these primary and secondary resources and assign confidence estimates to our mapping based on the number of these resources and their reliability. If we have ten highly reliable resources, we have good confidence those features actually existed on the landscape. If we have one relatively suspect resource, our confidence is low they existed. Our objective is to geo-reference these resources and in that way discover where they occurred in a space so we can overlay different types of maps and different types of data to build our weight of evidence.



SOURCES

The best early documented evidence for what the land looked like 150-200 years ago are Spanish land grant maps, which date from prior to statehood. From there we move up through time to Coastal Survey

maps, which were drawn between 1850 and 1880 by the U.S. Coastal Geodesic Survey for navigation purposes, but which provide incredible detail about coastal wetlands. We digitize these old maps, then attribute them based on evidence in the written records. Historic irrigation maps, circa 1880, are another good piece of evidence, especially in this watershed, and they come with large tomes of written reports describing the areas they cover. Early soil surveys published in 1917 are another source of information. Finally, we have aerial photos where changes on the landscape are visible from as early as 1929. By then, a lot of irrigation is evident, and the San Gabriel River had already been severely constrained between levees. But even with these changes, we can make out riparian zones and the sandy river bed and get a sense of the dynamic nature of this river.

For a large portion of its history, the old Gabriel River flowed into the Los Angeles River and did not have its own outlet. During the floods of 1880, the river broke out a new channel and was called the New River. This kind of information is very important because it gives us anchors in space and time for what these systems were doing. It also tells us a little about landscape dynamics.

COMBINING SOURCES

We take these geospatial pieces of data and overlay other information from sources such as grazing and ranching records and written and oral histories and sources like turn-of-the-century bird work from the Los Angeles County Museum of Natural History. The bird work, for example, describes where birds were recorded, and knowing the habitat requirements of specific birds and using old photos where they're available, we can make inferences about habitat that occurred in specific areas.

In 1914, the L.A. County Department of Public Works commissioned an oral history

of the area. Old-timers talked about the great floods of the 1800s and provided accounts that described how the Santa Ana River broke out of Coyote Creek and the floodwaters flowed into Alamitos Bay. And how the waters of the Los Angeles, Rio Hondo, San Gabriel and Santa Ana rivers "were all joined in one vast sheet of water," making the country "impassable for several weeks."

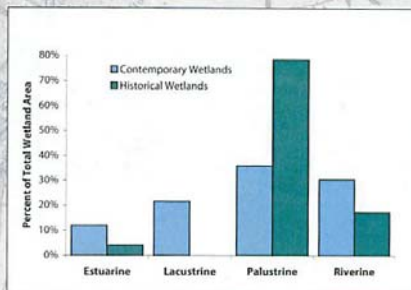
PICKING THE POINT

These sources together build a picture of the landscape, but when you start thinking about change assessment, you need to pick a point in time to measure against. We know that in 1825 the San Gabriel River flowed in a path similar to what we now know as the Rio Hondo, then joined the L.A. River. Through a series of floods it later realigned itself into more of what we know today.

This dynamic movement resulted in a continuous zone in the lower floodplain, a vast combination of wetlands and uplands, characterized by floods that occurred approximately every ten years. The river would overtop and because of the shallow proximity of groundwater to the surface, the lower floodplain would stay ponded, producing a complex of seasonal wetlands and upland areas. Over a period of time the wetlands would become dryer and dryer until the next flood, when everything would recharge. The move from windmills and hand pumps to hydraulic extraction beginning about the turn of the century resulted in dramatic lowering of the water table, and this disrupted the flooding cycle to the point where these wetlands ceased to exist on the landscape.

All this is verified by old maps of the lower watershed where we see lots of fresh water wetlands, cienegas, perennial ponds, seeps and sloughs dotted all over the landscape, which today are pretty much absent. In one example from around 1870, the axis of

wetlands goes up to about 10,000 hectares. In the same area in 2005, it's limited to 450 hectares. So the first thing we note is a lot of loss and second, that the distribution of wetlands has changed. The most common type of wetland circa 1870 were wetlands in the tidal fringe. These have now been replaced by lake fringe wetlands, full of cattails and bulrushes, such as we see around ponds and reservoirs. This suggests that if we think about the kinds of wetlands we want to restore in this watershed, we should think about what the historical distribution looked like and where there are opportunities to replace types that have been preferentially lost.



LESSONS LEARNED

The final thing I want to discuss is spatial analysis, which can also provide interesting insights for restoration. We know, for example, that the underlying geology and soils in the Whittier Narrows area supported wetlands that reach back into the early nineteenth century. The physical features that supported this kind of habitat still exist. This means that when you think about restoration, it would be a smart idea to target places where the right physical template for the kind of habitat you want to reestablish still exists. ☺☺☺

You can download the report this article is based on at: <http://www.sccwrp.org>. Click on Technical Report 499.

DATE: May 18, 2009
TO: RMC Governing Board
FROM: Belinda V. Faustinos, Executive Officer
SUBJECT: Item 7D: Review and status discussion of approved grant projects.

The purpose of this report is to provide a monthly update as to the status of each approved project under proposition 40, 50, and 84. The information contained in the reports is project name, applicant name, allocated amount, and the project status. The report is also sorted in alphabetical order by project name. The status section for each grant has been updated to provide additional detail on the grantees' current activities and progress toward project completion.

The final page is a status summary of the most recent grant program funding recommendations. The Board gave conceptual approval for 35 projects in the fall of 2008 as shown on the attached list. However, only 9 projects were specifically approved by the Board. The remaining 26 projects are pending Board approval and as such are not eligible for the released bond funds. Staff is aware that many of these grantees, particularly those that had Tier 1 status and were "ready to go," are significantly impacted by the freeze. Several development projects were at the stage where construction contracts were ready to be awarded when the freeze was imposed. Even for the 9 projects that were approved (but are not yet under contract) staff is prioritizing those projects after projecting our cash needs for projects that were under contract prior to the freeze.

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DATE: May 18, 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 8A: Consideration of resolution approving the preliminary Watershed Conservation Authority preliminary FY 2009/10 Budget.

STAFF RECOMMENDATION: That the RMC approve the Watershed Conservation Authority preliminary Fiscal Year 2009/10 budget.

BACKGROUND: In accordance with the provisions of the Joint Powers Agreement approval of the WCA budget by the RMC is required. The attached budget report (Exhibit A) includes three expenditure components: Administrative, Operations, and Capital in the total amount of \$4,016,183.

The Administrative expenditure budget in the amount of \$51,583 is shown by line item detail in the attached budget summary. The major expenses in this portion of the budget are for the annual audit and professional services. The professional services item has provided for a contract with Conservation Strategy Group which is funded by the Flood Control District contribution to the JPA. All general operational expenses are funded by the JPA member contributions.

The Operations element of the budget in the amount of \$198,550 is consistent with the annualized revenues and expenditures necessary to operate the Duck Farm, El Encanto, South Gate, Citrus Heights (Pico Rivera) and Walnut Creek properties. However, expenditures at South Gate, Citrus Heights and Walnut Creek are minimal. In order to cover the minimum required at expenditures for Azusa River Wilderness Park, Walnut Creek and Citrus Heights a transfer of revenues is necessary from the Duck Farm and South Gate. The following is a discussion of the operations activities at each of these properties.

WALNUT CREEK

Walnut Creek Open Space was acquired in October 2008 and the process of initiating a long-term management and planning document for recreational uses and habitat conservation was stopped due to the state bond freeze. Currently Walnut Creek Open Space does not have revenues; therefore, until the planning process is completed and uses of the land are better defined the property will remain closed to the public. The property is managed by in-kind services through the City of San Dimas and the RMC. The City of San Dimas has agreed to cover the cost of weed abatement at the site.

DUCK FARM

The operations budget for Duck Farm addresses the minimum requirements needed to maintain the property. The FY 2009/2010 budget includes anticipated expenditures of liability insurance and fire insurance for the dwellings, ranger patrol services, utilities, structure maintenance and property maintenance such as weed abatement. The projected amount of expenditures for FY 2009/2010 is \$120,070. In determining the expenditures for the upcoming fiscal year, staff used the following:

- Insurance estimates (fixed cost)

- Ranger Services - \$3,500 per month based on a minimum number of hours needed to patrol the property and provide on call support for emergencies and events.
- Deferred maintenance contingency - This cost was calculated using expenses from FY 2008/2009, combined with known items pending. Some items have not been cost estimated at this time.
- Property Maintenance/Minor repairs - This cost includes weed abatement activities and other minimal property maintenance requirements, particularly those concerning health and safety.

Revenue for Duck Farm includes funding from leases and citation tickets. These revenues include \$43,900 rental income from three of the four dwellings, \$50,000 lease income from the nursery, and \$36,000 income from the freeway billboards. Anticipated revenue from citations is \$5,000. Total projected revenue for Duck Farm is \$134,955. Because expenditures for El Encanto exceed the revenue generated, staff will transfer funds from the Duck Farm to fill gaps as needed.

Staff is consulting with general contractors, licensed salvage operators and other experts in an effort to develop a deferred maintenance list for the Duck Farm occupied dwellings as well as the vacated outbuildings at the equestrian center. This list will help inform priorities and staff will return to the WCA Board to amend the budget as needed given any changes to revenue that would facilitate moving forward with the tasks.

Additionally, the operations budget for the Duck Farm reflects a revenue offset and benefits in relation to the fourth dwelling at 455 Rall Avenue, adjacent to the equestrian center. Staff is arranging a lease-in-trade with the Mountains Recreation Conservation Authority (MRCA) for a caretaker (Item 8E). To provide background, the equestrian operator is vacating both the house and the center, due to debt owed the WCA for past unpaid rent, at the direction of the WCA Board. Staff is investigating mechanisms to pursue collection of the debt. Staff is also investigating the extent of repairs required for the Rall house to maintain health and safety standards. Additionally, staff anticipates that it will conduct community outreach and advisement regarding the type of future equestrian operations desired. Once this process is complete, staff will issue requests for qualifications to create a list of qualified potential operators, followed by requests for proposals, based upon a sound fiscal plan for long term establishment and operation of the equestrian center. It is projected that this part of the process will take about 12 months.

As mentioned, the MRCA would establish a caretaker presence in the Rall house in trade for repairs and upkeep, of 22 hours per month. The terms will be similar to the lease for the ranger residence at the Azusa Wilderness Park. When the house is returned to rentable condition, the Rall House is expected to draw \$1,400 - \$1,600 per month. Although the rental income will be lost during the 12 month period, the avoided cost of a full-time night security presence and contributed services is significant. MRCA ranger services average \$60 per hour. WCA experience at ARWP has been that resident MRCA personnel provide oversight which far exceeds what might be offered by a non-agency tenant.

Staff is also arranging a Memorandum of Agreement with the Los Angeles Conservation Corps (LACC). This would provide additional revenue offset and benefits for the Duck Farm. It has long been part of the planning for the Duck Farm to include the LACC. At this time, use of the enclosed shed and fenced yard in trade for maintenance and project assistance will provide a mutually beneficial relationship with the WCA and LACC. The LACC occupancy on this part of

the site is viewed as very desirable, as it is an area otherwise vacant, and therefore subject to vandalism.

EL ENCANTO

The operations budget for El Encanto addresses the minimum requirements needed to maintain the property. The FY 2009/2010 budget includes anticipated expenditures of liability insurance, ranger patrol services, structure maintenance and property maintenance such as weed abatement. The total amount of expenditures for FY 2009/2010 is \$52,000. In determining the expenditures for the upcoming fiscal year, staff used the following:

- Insurance (fixed cost)
- Ranger Services- \$2,000 per month based on a minimum number of hours needed to patrol the property and provide on call support for emergencies and events.
- Deferred maintenance contingency - This cost was calculated using expenses from FY 2008/2009 with a 20% increase to account for any unforeseen repairs.
- Property Maintenance/Minor repairs- This cost includes weed abatement activities and other minimal property maintenance requirements.

Revenue for El Encanto includes funding from leases and citation tickets. These revenues include two tenants living at the El Encanto property as well as a lease that the WCA has with Rainbow Ranch, the equestrian facility for a total of \$31,200. Anticipated revenue from citations is \$5,000. Total projected revenue for El Encanto is \$36,200. Because expenditures for El Encanto exceed the revenue generated, staff will transfer funds from the Duck Farm to fill gaps as needed.

Staff in consultation with a certified general contractor has developed a deferred maintenance list for the office building and tenant buildings located on the El Encanto property. This list will help inform priorities for repair and staff will return to the WCA Board to amend the budget as needed given any changes to revenue that would facilitate any of these projects moving forward.

Staff is currently working with LA County Health Department to identify an appropriate filtration system for the water system located on site. The County is requiring that the WCA upgrade its water filtration system to comply with water quality regulations. Staff is working closely with the County to identify outside funding to pay for the filtration system. Purchasing and installing the water filtration system will be a top priority during this fiscal year.

SOUTH GATE RIPARIAN PROPERTY

The WCA acquired this property in August 2008 and is working with NE Trees to develop a site plan to develop it into a bike stop and a riparian restoration project. At this time, the property is vacant and is not easily accessible to the public and therefore there are minimal costs associated with its operations and maintenance. The WCA's expenditures include insurance and funding for maintenance requirements such as weed abatement. Total expenditures for the South Gate Property are \$3,100. Revenue for the property and other WCA properties comes from a billboard located on site with CBS Outdoor of \$23,500. The WCA works closely with the City of South Gate to oversee any maintenance issues related to the site.

CAPITAL OUTLAY

The Capital budget in the amount of \$3,766,050 reflects those grants that are expected to have a carryover balance as of June 30, 2009. The Capital funds include funding from multiple sources such as the RMC, Prop A funds, federal funds and other state funds. These funds have been allocated to support project planning and development.

The final budget will be presented for approval in July.

EXHIBIT A			
WATERSHED CONSERVATION AUTHORITY			
Preliminary FY 09/10 Budget			
REVENUE		Est. Amount	
<i>Administration</i>			
LA County Flood Control District	\$	25,000	
RMC	\$	25,000	
Carryover	\$	1,583	
<i>Sub Total</i>	\$	51,583	
<i>Operations</i>			
Duck Farm Leases	\$	134,955	
Azusa River Wilderness Park Leases	\$	40,095	
South Gate Riparian Park Lease	\$	23,500	
Carryover	\$	-	
<i>Sub Total</i>	\$	198,550	
<i>Capital Outlay</i>			
RMC	\$	3,116,820	
LACFCD	\$	30,382	
Federal Funds	\$	320,313	
Local Funds	\$	298,535	
Other	\$	-	
<i>Sub Total</i>	\$	3,766,050	
TOTAL REVENUE		\$ 4,016,183	
EXPENDITURES			
<i>Administration</i>			
Office Supplies & Postage	\$	1,833	
Bond	\$	250	
Professional Services	\$	22,000	
Audit	\$	25,000	
Board of Directors Insurance	\$	2,500	
<i>Sub Total</i>	\$	51,583	
<i>Operations - Detail Attached</i>			
Liability & Structure Insurance	\$	16,300	
Umbrella Policy	\$	5,000	
Ranger Patrol Services	\$	70,000	
Weed Abatement	\$	27,600	
Utilities	\$	4,800	
Alarm Services	\$	1,920	
Park Facilities	\$	-	
Misc. Lease Services	\$	4,500	
Minor Repairs	\$	11,575	
Deferred Maintenance Contingency	\$	42,750	
Transfer to Other Properties	\$	14,105	
<i>Sub Total</i>	\$	198,550	
<i>Capital Carryover - Detail Attached</i>			
RMC Grants	\$	3,116,820	
LACFCD	\$	30,382	
Federal Funds	\$	320,312.50	
Local Funds	\$	298,535.00	
Other	\$	-	
<i>Sub Total</i>	\$	3,766,050	
TOTAL EXPENDITURES		\$ 4,016,183	

WATERSHED CONSERVATION AUTHORITY
Preliminary FY 09/10 Budget
OPERATIONS BUDGET DETAIL

Expenses Item	ARWP	DUCK FARM	SOUTH GATE	WALNUT CREEK	CITRUS HEIGHTS	TOTAL
	\$	\$	\$	\$	\$	\$
Liability & Structure Insurance	8,000	8,000	100	100	100	16,300
	\$	\$				\$
Umbrella Policy	2,500	2,500				5,000
	\$	\$				\$
Ranger Patrol Services	24,000	46,000				70,000
	\$	\$	\$			\$
Weed Abatement	5,000	19,600	3,000			27,600
	\$	\$				\$
Utilities	-	4,800				4,800
		\$				\$
Alarm Services		1,920				1,920
	\$					\$
Park Facilities	-					-
	\$	\$				\$
Misc. Lease Services	1,000	3,500				4,500
	\$	\$				\$
Minor Repairs	4,500	7,075				11,575
	\$	\$				\$
Deferred Maintenance Contingency	9,000	33,750				42,750
		\$	\$			\$
Transfers to Other Properties*		7,810	6,295			14,105
Operations Sub Total	\$ 54,000	\$ 134,955	\$ 9,395	\$ 100	\$ 100	\$ 198,550
	\$	\$	\$	\$		\$
Revenue	40,095	134,955	23,500	-	\$ -	198,550
	\$	\$	\$	\$	\$	\$
Balance	(13,905)	0	14,105	(100)	(100)	0
	\$			\$	\$	\$
*Transfers to Other Properties	13,905			100	100	14,105

WATERSHED CONSERVATION AUTHORITY						
Preliminary FY 09/10 Budget						
Capital Outlay Budget Detail						
Project	Funding Source	RMC	Federal	LACFCD	Local	Other
Green Visions - Phase I & III	RMC3240	\$ -	\$ -	\$ 30,382	\$ -	\$ -
Duck Farm Planning	RMC3243	\$ 62,000	\$ -	\$ -	\$ -	\$ -
Duck Farm Acquisition & Planning	RMC3255	\$ 143,575	\$ -	\$ -	\$ -	\$ -
Walnut Creek Property	RMC3522	\$ 200,000	\$ -	\$ -	\$ -	\$ -
ARWP Relocation and Planning	RMC3596	\$ 99,000	\$ -	\$ -	\$ -	\$ -
ARWP Theological Property Acquisition	RMC3615	\$ 446,225	\$ -	\$ -	\$ -	\$ -
Emerald Necklace-San Jose Creek	RMC3618	\$ 42,631	\$ -	\$ -	\$ -	\$ -
South Gate Riparian	RMC3634	\$ -	\$ -	\$ -	\$ 13,320	\$ -
Duck Farm Phase 1A Development	RMC3609	\$ 1,798,389	\$ -	\$ -	\$ -	\$ -
Duck Farm SEP		\$ -	\$ 320,313	\$ -	\$ -	\$ -
Duck Farm - Prop A		\$ -	\$ -	\$ -	\$ 147,000	\$ -
Whittier Narrows Recreation Development Plan	RMC3619	\$ 225,000	\$ -	\$ -	\$ 138,215	\$ -
Tax Defaulted Properties	RMC3640	\$ 100,000				
Capital Outlay Sub Total		\$ 3,116,820	\$ 320,313	\$ 30,382	\$ 298,535	\$ -

May 18, 2009, Item 8A

RESOLUTION 2009-01

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS
ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC)
APPROVING THE FY 2009/10 PRELIMINARY BUDGET FOR THE
WATERSHED CONSERVATION AUTHORITY

WHEREAS, the RMC is a state agency created to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District ("DISTRICT"), is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the DISTRICT to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation; and

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, The RMC must approve WCA's budget; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved, that the RMC hereby:

1. FINDS that this action is consistent with the purposes and objectives of the RMC.
- 1.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
- 2.
3. APPROVES the staff report dated May 18, 2009 and the FY 2009/10 preliminary budget.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on May 18, 2009.

Dan Arrighi, Chairperson

ATTEST:

Terry Fujimoto
Deputy Attorney General

DATE: May 18, 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 8B: Consideration of a resolution amending the Los Cerritos Wetlands Joint Powers Agreement

RECOMMENDATION: That the RMC amend the Los Cerritos Wetlands Joint Powers Agreement to delete the exception for appointment of an elected official of either the City of Long Beach or Seal Beach by either the Rivers and Mountains Conservancy or the State Coastal Conservancy.

BACKGROUND: The purpose of the LCWA is to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation. Consistent with the Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code, the Los Cerritos Wetlands Authority would be created to exercise the common powers of the participating agencies.

The RMC and others have long sought to acquire the former Los Cerritos Wetlands for the purposes of preserving and restoring coastal wetland habitat. The project area lies within the geographical jurisdiction of both the Coastal Conservancy and the RMC, and restoration of the Los Cerritos wetlands is important to the missions of both agencies. The RMC was established in 1999 to acquire, manage and restore wildlife habitat within the San Gabriel River watershed, and the Coastal Conservancy has been working for more than twenty years to acquire and restore properties within the wetland complex. In June 2006 the LCWA acquired 72 acres of land within the Los Cerritos Wetlands Complex, which marked the first purchase of land within the complex for the purpose of wetlands restoration. The interim Stewardship and Management Program is the initial viable step in a series of planning efforts for this recently acquired land, as well as future acquisitions. This plan is intended to serve as a guide to manage short-term access, education, maintenance, and restoration opportunities, until a comprehensive Wetlands Restoration and Enhancement Plan is developed for Los Cerritos. The Interim Stewardship and Management Program is designed to promote community involvement with environmental education, maintenance, restoration, and monitoring of the wetland areas owned by the LCWA. This program puts forth guidelines to ensure that volunteers use the land appropriately and perform safe and lawful services.

Over the last several years it has been staff's experience that local elected officials and/or employees of the member cities have both the interest and experience critical to the success of the LCWA. Therefore, the restriction regarding this appointment is not in the best interest in meeting the objectives established in the agreement. Staff has polled the other three member entities and it is anticipated that this amendment will be favorably considered by all parties. The proposed amendment to Section 4.1 is as follows:

The Governing Board of the AUTHORITY shall consist of four (4) voting members as follows:

- (a) One voting member appointed by the Governing Board of the RMC. ~~except that the Board shall not appoint an elected official, appointed official or employee of the City of Long Beach or the City of Seal Beach;~~
- (b) One voting member appointed by the City Council of Long Beach;
- (c) One voting member appointed by the City Council of Seal Beach;
- (d) One voting member appointed by the Governing Board of the State Coastal Conservancy. ~~except that the Board shall not appoint an elected official, appointed official or employee of the City of Long Beach or the City of Seal Beach.~~

The full text of the agreement is attached.

LEGISLATIVE AUTHORITY AND RMC ADOPTED POLICIES/AUTHORITIES: On November 21, 2005 the RMC adopted Resolution 2005-95 authorizing a Joint Powers Agreement between the RMC, State Coastal Conservancy, City of Long Beach and City of Seal Beach establishing the LCWA created for the purposes of providing a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration and improved water supply, water quality, groundwater recharge and water conservation.

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May 18, 2009 - Item 8B

RESOLUTION 2009-02

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS
ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC)
RECOMMENDING AUTHORIZATION TO AMEND THE LOS
CERRITOS WETLANDS AUTHORITY JOINT POWERS
AGREEMENT

WHEREAS, The RMC is authorized to enter into contracts and grants in accordance with Section 32614(b) of the Public Resources Code; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

WHEREAS, the RMC, State Coastal Conservancy, City of Long Beach and City of Seal Beach (hereinafter referred to as "Parties") are authorized by statute to enter into joint powers agreements with other public agencies (Government Code § 6500 *et seq.*; Public Resources Code § 32614 (b)); and

WHEREAS, the Los Cerritos Wetlands Authority is an established separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (e.g., Government Code § 6500 *et seq.*) and governed solely and in accordance with the terms and conditions set forth in the Los Cerritos Wetlands Authority Joint Exercise of Powers Agreement, attached hereto; NOW

Therefore be it resolved that, the RMC hereby:

1. FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Section 32600 *et seq.* of the Public Resources Code.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated May 18, 2009.
4. APPROVES amending the LCWA joint powers agreement as specified in the staff report.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on May 18, 2009

Dan Arrighi, Chairperson

ATTEST:

Terry Fujimoto
Deputy Attorney General

DATE: May 18, 2009

TO: RMC Governing Board

FROM: Belinda Faustinos, Executive Officer

SUBJECT: Item 8C: Consideration of resolution authorizing a grant amendment to the Mountains Recreation and Conservation Authority (MRCA) for capital outlay project management services (RMC3635)

RECOMMENDATION: That the RMC adopt the attached resolution authorizing a grant amendment to the Mountains Recreation and Conservation Authority for purposes of amending the budget categories, extending the term of agreement and the reporting requirements for capital outlay project management services (RMC3635).

BACKGROUND: Due to the state bond freeze the grant to the MRCA forced the termination of contract services as previously authorized for eight positions. The project planning and design services provided through the grants to the MRCA directly benefit the recipients of Proposition 84 grants. Typical services provided by staff include working with grantees to assess and develop acquisition plans and documents, assisting grantees in the development of site improvement plans, and overseeing the permitting and construction of trails, parks and restoration sites.

Formed in 1985, the Mountains Recreation and Conservation Authority (MRCA), is a joint-powers authority between: the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District. The primary reason for recommending the MRCA as the grant recipient is that this agency provides a very competitive benefit package and therefore quality candidates can be hired and retained to provide the required services. Approval of the recommendation will continue the project management staff levels at current levels.

The proposed amendments to this grant will include reducing the scope of work for the remaining funds in the grant, \$570,892 by reducing the total number of positions to four and extending the term of agreement to June 30, 2010. This amendment is necessary due to 1) the reduced workload in view of the bond freeze and 2) to provide for essential services for Prop 84 projects in the next fiscal year. It is also proposed that the reporting requirements for the grant will be amended to include project specific narrative progress reports on monthly basis.

FISCAL: The attached Exhibit A provides the budget detail for this work. The funding source for this grant is Propositions 84 in accordance with the following authority:

Section 75050: The sum of nine hundred twenty eight million dollars (\$928,000,000) shall be available for the protection and restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources in accordance with the following schedule:... (g) The sum of seventy two million dollars (\$72,000,000) shall be available for projects within the watersheds of the Los Angeles and San Gabriel Rivers according to the following schedule:

(1) \$36,000,000 to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy pursuant to Division 22.8 (commencing with Section 32600).....

Section 75060: The sum of five hundred forty million dollars (\$540,000,000) shall be available for the protection of beaches, bays and coastal waters and watersheds, including projects to prevent contamination and degradation of coastal waters and watersheds, projects to protect and restore the natural habitat values of coastal waters and lands, and projects and expenditures to promote access to and enjoyment of the coastal resources of the state, in accordance with the following schedule:.... (3) To the Rivers and Mountains Conservancy.....\$15,000,000.

LEGISLATIVE AUTHORITY AND RMC ADOPTED POLICIES/AUTHORITIES: The Rivers and Mountains Conservancy (RMC) statute provides in part that:

§32604: The conservancy shall do all of the following: Establish policies and priorities for the conservancy regarding the San Gabriel River and the Lower Los Angeles River, and their watersheds, and conduct any necessary planning activities, in accordance with the purposes set forth in Section 32602.

§32614.5: (a) The conservancy may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of this division.

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May 18, 2009 - Item 8C

RESOLUTION 2009-03

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) AUTHORIZING A GRANT AMENDMENT TO THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY FOR PROJECT PLANNING SERVICES.

WHEREAS, The RMC is authorized to enter into contracts and grants in accordance with Section 32614(b) of the Public Resources Code; and

WHEREAS, The people of the State of California have enacted The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act Of 2006 (2006 Bond); and

WHEREAS, The RMC authorized a grant to the Mountains Recreation and Conservation Authority for project planning services and it is now necessary to amend the grant; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that, the RMC hereby:

3. FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Section 32600 *et seq* of the Public Resources Code.
2. FINDS that this project is consistent with the purposes of The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act Of 2006 (2006 Bond).
5. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
6. ADOPTS the staff report dated May 18, 2008.
7. APPROVES a grant amendment for Proposition 84 capital outlay project planning services to the Mountains Recreation and Conservation Authority.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on May 18, 2009

Dan Arrighi, Chairperson

ATTEST:

Terry Fujimoto
Deputy Attorney General

DATE: May 18, 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 8D: Consideration of a resolution recommending that the Watershed Conservation Authority to enter into a Memorandum of Agreement with the Los Angeles Conservation Corps for the Duck Farm

RECOMMENDATION: That the RMC recommend that the Watershed Conservation Authority to enter into a Memorandum of Agreement with the Los Angeles Conservation Corps for the Duck Farm

BACKGROUND: Phase 1A conceptual planning for the Duck Farm includes a native plant nursery, with the intention of having the Los Angeles Conservation Corps (LACC) conduct the operations. An interim arrangement to include the presence and assistance of LACC at the Duck Farm has been a long term goal.

WCA staff is currently negotiating a Memorandum of Agreement (MOA) with the LACC for this interim purpose. This will provide additional revenue offset and benefits for the Duck Farm. At this time, LACC use of the enclosed shed and fenced yard on the northeast portion of the site in trade for maintenance and project assistance will provide a mutually beneficial relationship. The LACC occupancy on this part of the site is viewed as very desirable, as it is an area otherwise vacant, and therefore subject to vandalism. Prior to adoption by the WCA the language will be finalized, but will remain the same as this draft, in substance. See Exhibit A for Vicinity and location maps. Exhibit B provides the draft MOA.

The Duck Farm project is highly significant to the mission of the RMC and WCA, not only because it is located in a chronically park poor area of the San Gabriel Valley, but also because its completion will transform this reach of the San Gabriel River and help realize the goals of the San Gabriel River Master Plan and bring us a step closer to the completion of the Emerald Necklace vision for a connected network of river based parks. As early as 2001 the Duck Farm has been identified as an important project for the RMC and then for the Watershed Conservation Authority. In 2001 the RMC took action to work with the Trust for Public Land (TPL) on the acquisition of the Duck Farm. Since that time the RMC has provided funding to the Watershed Conservation Authority for acquisition expenses, environmental assessments, various studies (traffic, soils, etc.), and an extensive planning process. Currently the project is moving from concept planning to final planning and construction drawings for Phase 1A of the Duck Farm. The RMC has authorized several grants for the Duck Farm over time, one of which is the Duck Farm Acquisition project (RMC3255), Planning project (RMC3243) and Phase IA Implementation (RMC3609).

The Duck Farm is also a project that is included in the Emerald Necklace, an open space plan for the San Gabriel Valley that seeks to connect communities from Los Angeles County and 10 cities and nearly 500,000 residents to the San Gabriel River and the Rio Hondo by means of river based parks and trails. The Duck Farm will be a major destination on the Emerald Necklace park network. Trail bridges that are part of the Phase 2 planning will connect the Duck Farm to the San Gabriel River Bike Trail that extends from the San Gabriel Mountains to the

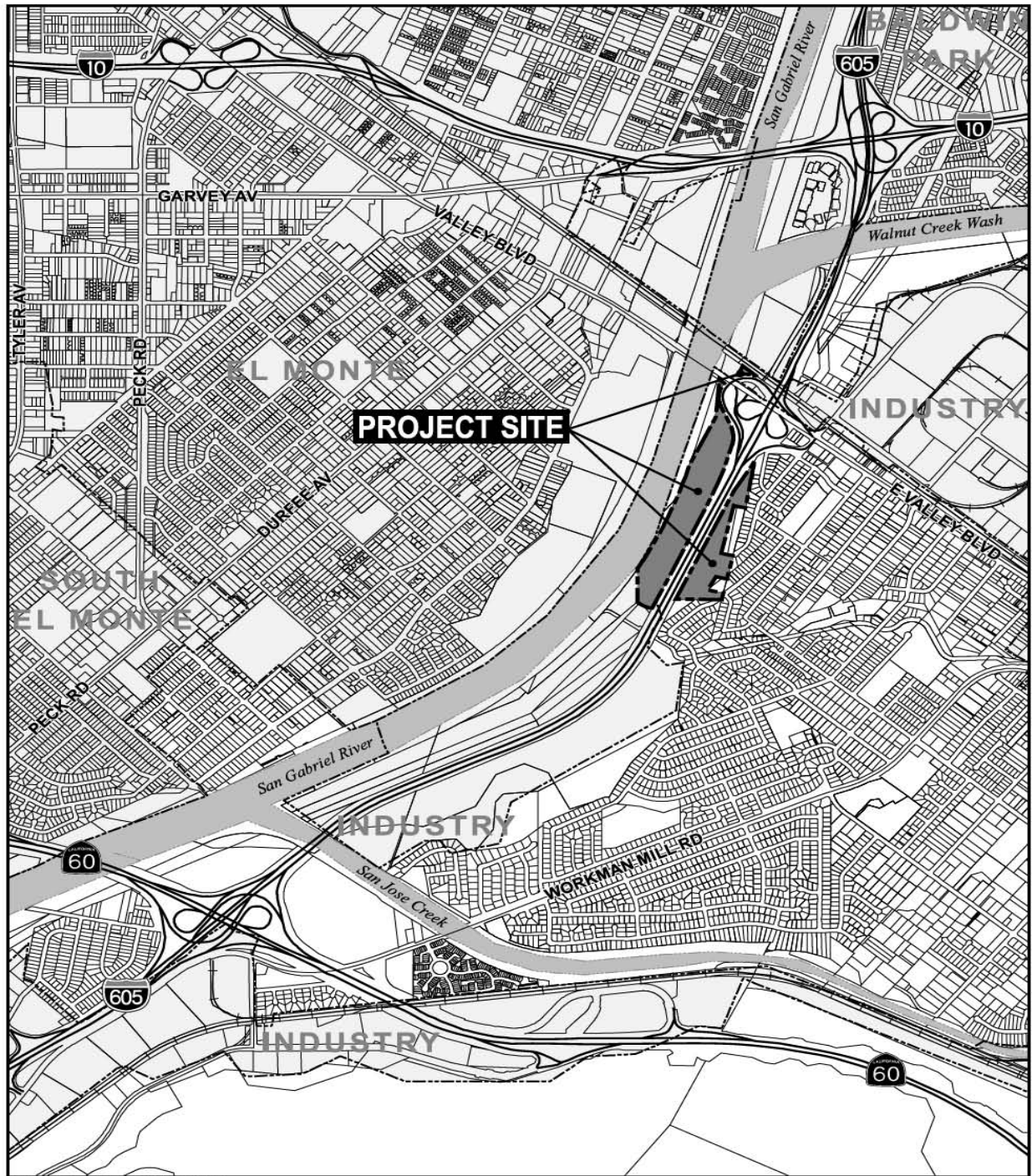
Pacific Ocean at Seal Beach. The trail bridges will also connect the Duck Farm to area schools on the west side of the river and to the Whittier Narrows Nature Center, 5 miles to the south.

FISCAL INFORMATION: Presence of the LACC at the Duck Farm site in the existing shed and adjacent fenced yard would help keep the property in good repair and usefulness, and deter vandalism in this otherwise deserted quadrant of the property. The LACC will provide services in kind as trade for the use of the facilities.

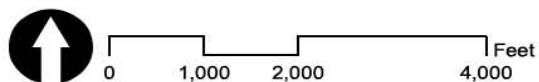
LACC will provide the value of \$1700 a month in lieu of direct rent in crew labor for the Duck Farm (projects and/or site maintenance work to be determined in advance), for one day a month. This market rate value was determined based on a review of the rental rates for similar types of facilities. The crew consists of 5 + people, a supervisor, with tools. The crew labor may consist of as needed site maintenance i.e. graffiti removal and weed abatement, site improvements and restoration. Prior to commencement of Services, a Scope of Work shall be prepared by the Corps in advance of all work projects to be carried out, and approved by the WCA.

LACC will provide an active alarm service at the shed and remove graffiti on a regular basis, do painting and minor repairs of the building and cover insurance for their stored equipment and materials). The LACC will pay for any services that they deem are necessary to maintain their belongings stored at the site and for moving items in and out.

Exhibit A1



Source: County of Los Angeles, 2006.



Duck Farm Draft IS/MND
Watershed Conservation Authority

Figure 2-2
Local Vicinity Map

Exhibit A2 – Item 8D
Location – Duck Farm Garage & Yard

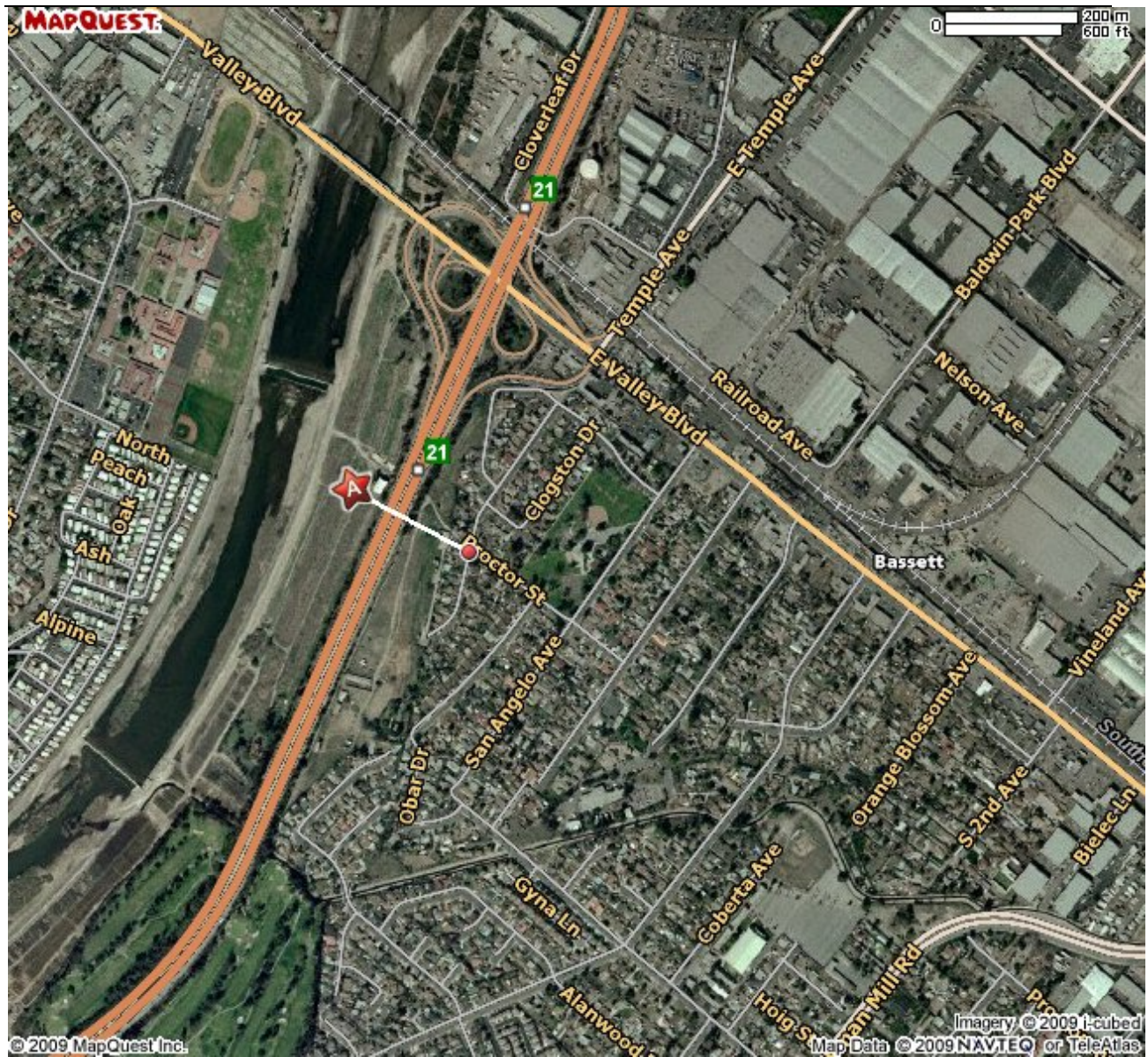


Exhibit B**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("MOA") is made and entered into this ____ day of _____, 20__ ("Effective Date") between the Los Angeles Conservation Corps (the "Corps"), and the Watershed Conservation Authority ("WCA"), a joint powers authority (Government Code 6500 *et seq.*) of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy ("RMC") and the Los Angeles County Flood Control District whose mission is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area constituent with the goals of flood protection, water supply, groundwater recharge and water conservation. The Corps and the WCA are sometimes individually referred to as "Party" and collectively as "Parties" throughout this MOA.

RECITALS

WHEREAS, the WCA whose mission is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.;

WHEREAS, the Duck Farm, a 57-acre site along the San Gabriel River acquired by the WCA in 2004 (the "Duck Farm"), which the WCA intends to transform into public open space;

WHEREAS, the mission of the Corps is to provide at-risk young adults and school-aged youth with opportunities for success through job skills training, education and work experience with an emphasis on conservation and service projects that benefit the community;

WHEREAS, the Corps desires to provide certain services to the WCA at the Duck Farm and, in exchange for such services, the WCA desires to provide facilities at the Duck Farm for the Corps' use, specifically referring to the Duck Farm garage and the fenced off land behind the garage ("Garage & Yard").

NOW, THEREFORE, WCA and the Corps agree as follows:

1. Scope of Services in Lieu of Rent. The basic work, which the Corps is responsible to perform, (the "Services"):

a. The amount of \$1700 a month in lieu of direct rent in crew labor for the Duck Farm (projects and/or site maintenance work to be determined in advance), for one day a month. The crew consists of 5 + people, a supervisor, with tools. The crew labor may consist of as needed site maintenance i.e. graffiti removal and weed abatement, site improvements and restoration. Prior to commencement of Services, a Scope of Work shall be prepared by the Corps in advance of all work projects to be carried out, and approved by the WCA.

b. Cost for Southern California Edison (approximately \$100/month) for power to the Garage & Yard and costs for security (approximately \$75/month).

c. In addition to the crew labor for “project/maintenance” one day a month, provide monthly upkeep of the Garage & Yard, meaning graffiti removal and weed control.

d. If the WCA and the Corps agree to any further engagements for services, such additional engagements shall be evidenced by a mutually acceptable and fully-executed agreement setting forth the new Scope of Services (the “Scope of Services Agreement”). Each additional Scope of Services shall identify (i) the services to be provided by the Corps; (ii) any documentation, reports, plans, programs, work programs or other deliverables to be delivered by the Corps (the “Deliverables”); (iii) location(s) at which the services will be provided; (iv) timeline for the performance of the services, including delivery dates for the Deliverables and the estimated commencement date and completion date for the project; (v) any specifications for the Deliverables or the services; and (vi) fees, if any, to be paid by the WCA for the additional services. Each new Scope of Services Agreement entered into by the parties shall reference this MOA and shall be attached hereto and made a part of this MOA. In the event of a conflict between the terms and conditions of this MOA and the Scope of Services Agreement, the terms and conditions of this MOA shall govern. Notwithstanding the foregoing, the Corps shall not be required to enter into any additional Scope of Services Agreement and may reject any proposed additional services in any proposed Scope of Services Agreement in its sole and absolute discretion.

e. The Corps shall only be responsible for performing those Services expressly set forth in a Scope of Services. The Corps will perform the Services in accordance with the terms set forth in the applicable Scope of Services, this MOA and any applicable laws and regulations.

f. Corps Personnel. The name and contact information for the Corps manager(s) or supervisor(s) responsible for the Services:

Dan Knapp, Deputy Director
Bo Savage, Sr. Director of Conservation Programs
Teague Weybright, Program Director

2. Term and Termination.

a. Term. This MOA shall be effective as of the date first written above and shall continue in effect until one year from that date unless sooner terminated in accordance with this Article 2. At the expiration of the initial term, this MOA may be renewed for additional consecutive one (1) year terms upon mutual agreement of the parties.

b. Termination. This MOA may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. Either party may terminate this MOA on ten (10) days prior written notice to the other party upon the failure of such other party to comply with any of its material obligations hereunder, which breach remains uncured for a period of ten (10) days after delivery of notice of such breach to the other party.

3. Consideration. As consideration for the Services, WCA shall make available the Garage & Yard for occupancy by the Corps during the term of this MOA. At the end of the term of this MOA, all Tenant Improvements made by the Corps shall become the property of WCA. The Corps shall be provided access to the Garage & Yard prior to the effective date of the lease for the purpose of constructing the Tenant Improvements.

4. **Expenses.** The Corps shall be responsible for payment of all expenses incurred by it in connection with performance of the services, and WCA shall not reimburse the Corps for any such expenses.

5. **Independent Contractors.** In the performance of the work, services, duties and obligations under this MOA, it is mutually agreed and understood that the parties are and shall be independent contractors, and not partners, joint ventures, employer/employee, principal/agent or any other relationship, and the parties agree not to hold themselves out as any such relationship. Neither party shall have any right to obligate or bind the other party in any manner whatsoever. Each party agrees to be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements and all regulations governing such matters.

6. **Covenants of WCA.** The WCA shall provide the Corps the following to facilitate the Corps' performance of the Services: (a) space and facilities, and (b) technical expertise, when and as necessary and agreed upon beforehand.

7. **Additional Covenants; Representations and Warranties.** Each of the parties hereto represents and warrants to the other party that: (a) it shall adhere to all federal, state, and local laws, ordinances, codes, and regulations and orders of public authorities relating to the Services, including, without limitation, all work place safety, hiring and environmental laws and regulations, (b) it has the full right, power and authority to enter into this MOA and to perform the acts required of it hereunder; (c) its execution of this MOA, and its performance of its respective obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (d) when executed and delivered, this MOA will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms; (e) at the Duck Farm, it and its personnel shall (i) comply with all reasonable requests, rules or regulations of the other party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a businesslike manner.

8. **Confidentiality.** Any reports, information, data or other materials compiled or obtained by each party during the course of performance of the Services, including opinions and conclusions based upon such information, are the joint property of the Corps and WCA. The parties agree that such reports, information, opinions or conclusions shall not be made available to or discussed with any third party, including the news media, without prior notice to the other party.

9. **Indemnification.** Each party shall defend, hold harmless and indemnify the other party, and its members, directors, officers, agents and employees of and from all claims, loss, expenses (including attorneys' fees), damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected to the negligence or intentional acts or omissions of the other party or its agents in connection with the performance of this MOA and any of the parties' operations or activities related thereto.

10. **Limitation of Liability.** In no event shall The Corps be liable for any special, incidental, indirect or consequential damages of any kind in connection with this MOA. Corps and the WCA each agree to indemnify and hold harmless the other, its' officers, agents and employees from all claims and demands of liability caused by the indemnifying party during or after completion of the project/contract. No party may assign this contract or any interest therein without the written consent of the other parties.

11. **Insurance Requirements.** The Corps represents and agrees the Corps shall take full legal and equitable responsibility for its activity on and use of the Premises, including

temporary trailers or use of any and all structures or improvements on the Premises, and will fully indemnify, defend, protect, and hold harmless the WCA, in the event of vandalism, theft, or damage to property or injury or death to persons participating in such activities or use in connection with any building, structure or improvements erected by the Corps on the Garage & Yard.

The Corps must carry and provide evidence of General Liability and Auto Liability naming WCA as Additional Insured for not less than \$1,000,000.

The Corps must carry all necessary Workers' Compensation, auto and general liability insurance to cover all The Corps employees and related project sites. All agreements relating to the design and/or implementation of the project, including those executed following the completion of the project, shall contain a clause prohibiting discrimination against any employee or employee applicant engaged in project operations on the basis of race, religion, gender, sexual orientation, ancestry, age, physical handicap or national origin. Such clause shall include all aspects of employee and employee-employer relations.

The Corps agrees to protect, indemnify, defend, and hold harmless the WCA, WCA's directors, officers, constituent members (including without limitation Los Angeles County Flood Control District and San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy) employees, and agents, from any and all liability, claims, demands, and causes of action of any nature, in law or in equity, and any expense incident to the WCA's defense, for injury to or death of persons or loss of or damage to property occurring on or about the Garage & Yard, that grow out of or are connected with the Corps's use, development and/or occupation of the Garage & Yard, or the condition of the Garage & Yard (unless the condition is one for which the WCA has expressly assumed the responsibility for remedying and the condition is not caused by the Corps). The Corps shall further protect, indemnify, defend, and hold harmless the WCA, WCA's directors, officers, constituent members (including, without limitation, Los Angeles County Flood Control District and San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy), from and against any and all claims arising from any breach or default in the performance of any obligation on the Corps's part to be performed under the terms of this Lease, or arising from any negligence of the Corps or the Corps's agents, employees, representatives, or contractors from and against all costs, attorneys fees, expenses, and liabilities incurred in the defense of any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the WCA by reason of any such claim, the Corps, upon notice from the WCA, shall defend the WCA at the Corps's expense by counsel satisfactory to the WCA. The Corps, as a material part of the consideration to the WCA, hereby assumes all risk of damage to property or injury or death to persons, in, upon or about the Garage & Yard arising from any cause and the Corps hereby waives all claims in respect thereof against the WCA.

Each party shall procure and maintain, for the duration of this MOA, insurance coverage which it deems, in its sole and absolute discretion, to be adequate to protect it from the following: (i) claims under workers' compensation and state disability acts; (ii) claims for damages because of bodily injury, sickness, disease or death that arise out of any negligent act or omission of such party or its employees, subcontractors or other personnel; and (iii) claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from, that arise out of any negligent act or omission of such party or its personnel. Each party reserves the right to require the other party to furnish certificates of insurance with original

endorsements effecting coverage and/or complete, certified copies of all required insurance policies, at any time.

12. Non-discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, gender, sex, age, marital status, disability or sexual orientation, in the performance of this MOA. Neither the Corps nor the WCA shall not establish or permit any such practice or practices of discrimination or segregation with reference to this MOA or any part thereof.

13. Notices. Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

a. Corps:

Dan Knapp
LA Conservation Corps
P.O. Box 15868
Los Angeles, CA 90015
Phone: (213) 362-9000
Email: dknapp@lacorps.org

b. WCA:

Belinda V. Faustinos, Executive Officer
Watershed Conservation Authority
El Encanto
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Phone: 626-815-1019 Ext. 100
Email: bfaustinos@rmc.ca.gov

14. Modification; Amendment. Any modification, waiver or amendment of any of the provisions of this MOA must be in writing and signed by both WCA and the Corps.

15. Severability. If any provision of this MOA shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

16. Governing Law. This MOA shall be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law doctrine and with venue in the State of California, County of Los Angeles.

17. Entire Contract. This document represents the complete understanding between the parties as to the matters described herein, and there are no oral understandings between WCA and the Corps affecting this MOA not set forth herein. This MOA supersedes all previous negotiations, arrangements, and understandings between WCA and the Corps with respect to the subject matter hereof.

18. Performance and Execution of Documents. WCA and the Corps will perform any act and execute and deliver any document which is reasonably required to carry out the terms of this MOA.

19. Headings. Titles of parts or sections of this MOA are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

20. Authority. The undersigned represent and warrant that he or she has full power and authority to enter into this MOA and to bind the Corps and the WCA, respectively, in accordance with its terms.

The Corps and the WCA have caused this MOA to be executed by their duly authorized representatives.

LOS ANGELES CONSERVATION CORPS

By:

Bruce Saito, Executive Director

Date

WATER CONSERVATION AUTHORITY

By:

Belinda V. Faustinos, Executive Officer

Date

May 18, 2009 - Item 8D

RESOLUTION 2009-04

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) RECOMMENDING THAT THE WATERSHED CONSERVATION AUTHORITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES CONSERVATION CORPS FOR THE DUCK FARM

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the RMC and the Los Angeles County Flood Control District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, The Los Angeles Conservation Corps has demonstrated the experience necessary to implement the proposed program at the Duck Farm site, a project of the Watershed Conservation Authority; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that, the RMC hereby:

4. FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Section 32600 *et seq* of the Public Resources Code.
8. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
9. ADOPTS the staff report dated May 18, 2008.
10. APPROVES a recommendation that the Watershed Conservation Authority enter into a Memorandum of Agreement with the Los Angeles Conservation Corps for the Duck Farm.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on May 18, 2009

Dan Arrighi, Chairperson

ATTEST:

Terry Fujimoto
Deputy Attorney General

DATE: May 18, 2009

TO: WCA Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 8E: Consideration of a resolution recommending that the Watershed Conservation Authority to enter into a Lease Agreement with the Mountains Recreation Conservation Authority for the Duck Farm

RECOMMENDATION: That the RMC recommend the Watershed Conservation Authority enter into a Lease Agreement with the Mountains Recreation Conservation Authority for the Duck Farm.

BACKGROUND: Conceptual planning for the Duck Farm includes an expanded, long term equestrian center. Although this conceptual plan is not a part of the Phase 1A work currently contracted, the intention is to provide continuing equestrian operations in the interim, at the existing location. The equestrian center has been operated under a lease agreement which was assumed by the WCA from Trust for Public Land (TPL). TPL was responsible for the purchase of the Duck Farm property from the private owner, and the Duck Farm ownership was subsequently conveyed to the WCA. The TPL equestrian lease agreement included lease of the residence at 455 Rall Avenue and related facilities which include a swimming pool, tack room, five stable stalls and a small enclosed field for horses. See Exhibit A for Vicinity and location maps.

Due to breach of the lease agreement resulting in debt owed to WCA, the equestrian operator is voluntarily vacating the site and the Rall house at the direction of the WCA Board. All boarders at the center have vacated the equestrian center. The equestrian center will remain closed during a period of community outreach and formation of an advisory committee which will provide guidance for future long term equestrian operations at the site. From this information, the WCA will evaluate potential configurations for fiscally viable long term operations and circulate a request for qualifications, then a request for proposals. It is anticipated this process may take approximately 12 months.

During this time, the house and related facilities as well as the equestrian center will undergo necessary health and safety modifications. The house, pool, tack room, stable and small field will be under the care and watchful eye of Mountain Recreation Conservation Authority (MRCA) construction employee (s), via a lease agreement which provides tenancy in exchange for care and surveillance services. It is possible that more than one MRCA construction employee will reside at the Rall house. Each MRCA tenant will contribute 22 work hours per month in exchange for rent and utilities. The MRCA will provide tools and equipment for maintenance and repairs as scheduled by WCA staff, to be conducted by the MRCA tenant(s).

WCA staff is currently negotiating a Lease Agreement with the MRCA for this interim purpose. This will provide additional revenue offset and benefits for the Duck Farm. MRCA tenancy in exchange for care and surveillance services will provide a mutually beneficial relationship. The MRCA occupancy on this part of the site is viewed as desirable, as the equestrian area will be vacant, and therefore subject to vandalism. Prior to adoption by the WCA the language will be finalized, but will remain the same as this draft, in substance. Exhibit B provides the draft Lease Agreement.

Under a separate contract with the WCA, the MRCA Rangers will continue surveillance of the equestrian site and the rest of the Duck Farm for security purposes and compliance with rules and regulations established at the park. The Ranger contract allows for 20 patrol hours weekly. The residential lease increases the presence of the MRCA staff on a daily basis, which is most important at night and weekends. This will enhance the safety of the property in during night-time and weekend hours which we understand has proven to be the busiest time for the MRCA Rangers.

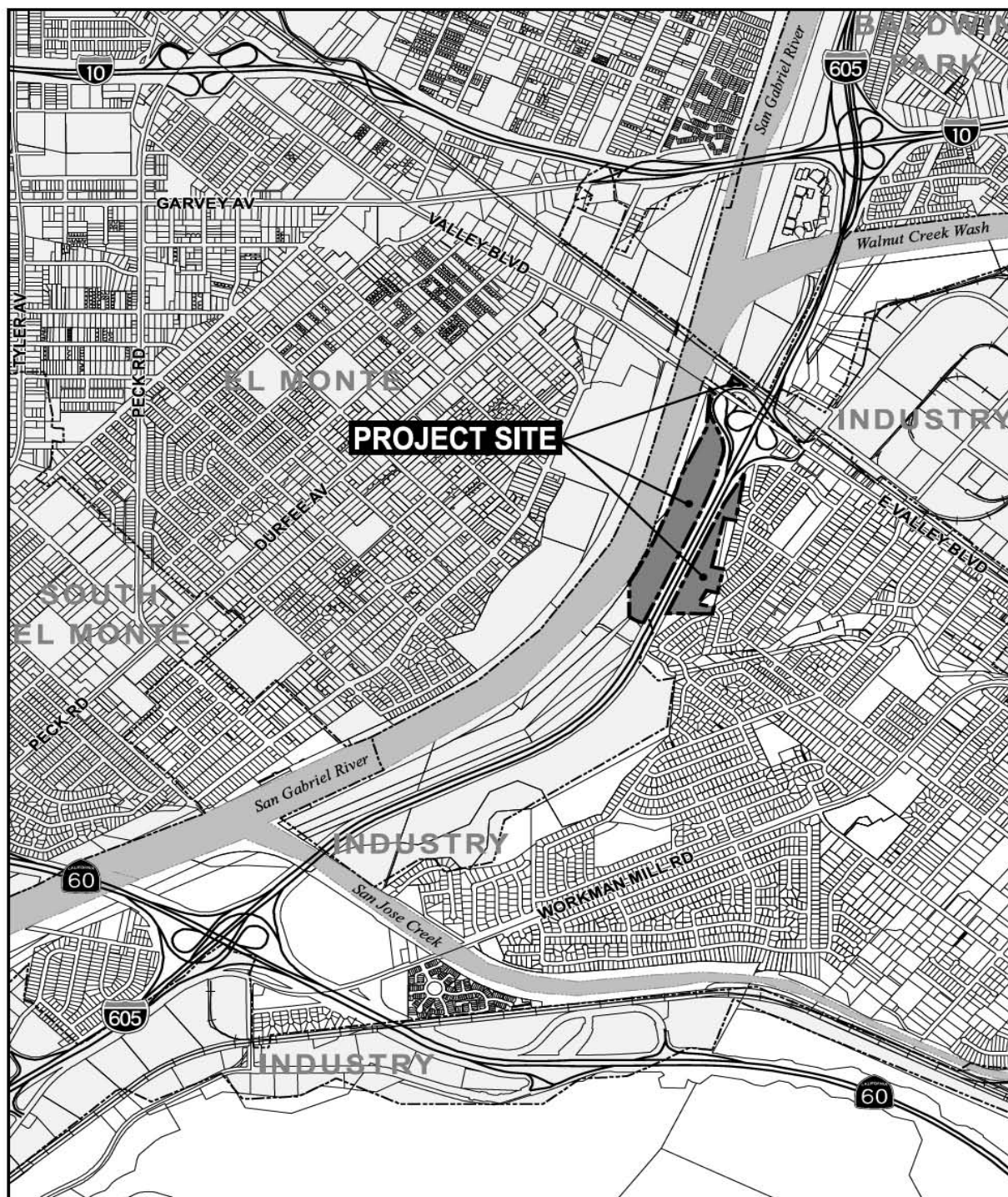
The Duck Farm project is highly significant to the mission of the RMC and WCA, not only because it is located in a chronically park poor area of the San Gabriel Valley, but also because its completion will transform this reach of the San Gabriel River and help realize the goals of the San Gabriel River Master Plan and bring us a step closer to the completion of the Emerald Necklace vision for a connected network of river based parks. As early as 2001 the Duck Farm has been identified as an important project for the RMC and then for the Watershed Conservation Authority. In 2001 the RMC took action to work with the Trust for Public Land (TPL) on the acquisition of the Duck Farm. Since that time the RMC has provided funding to the Watershed Conservation Authority for acquisition expenses, environmental assessments, various studies (traffic, soils, etc.), and an extensive planning process. The project is ready to move from concept planning to final planning and construction drawings for Phase 1A of the Duck Farm. The RMC has authorized several grants for the Duck Farm over time, one of which is the Duck Farm Acquisition project (RMC3255), Planning project (RMC3243) and Phase IA Implementation (RMC3609).

The Duck Farm is also a project that is included in the Emerald Necklace, an open space plan for the San Gabriel Valley that seeks to connect communities from Los Angeles County and 10 cities and nearly 500,000 residents to the San Gabriel River and the Rio Hondo by means of river based parks and trails. The Duck Farm will be a major destination on the Emerald Necklace park network. Trail bridges that are part of the Phase 2 planning will connect the Duck Farm to the San Gabriel River Bike Trail that extends from the San Gabriel Mountains to the Pacific Ocean at Seal Beach. The trail bridges will also connect the Duck Farm to area schools on the west side of the river and to the Whittier Narrows Nature Center, 5 miles to the south.

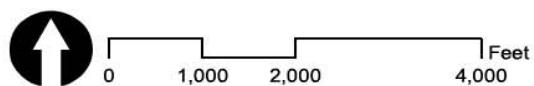
FISCAL INFORMATION: The WCA budget loss of \$24,000 for 12 months as a result of this action will be offset by avoided costs for necessary services. This amount consists of estimated residential rental income of \$1,600 per month, or \$19,200 per year. Additionally, the WCA will cover utilities costs up to \$4,800 for 12 months.

Avoided and offset costs are described as follows: 1) the contract hourly rate for one MRCA tenant's annual time contribution is \$15,840. 2) MRCA contribution of tools and equipment for the work to be done adds to this value, as WCA does not own tools and equipment. 3) MRCA tenant(s) will have awareness and training to provide surveillance, not usually found in typical residential tenants. 4) Because the WCA has fiscal constraints and has found it necessary to reduce the Ranger Patrol hours since the bond freeze was implemented, surveillance of the larger, now vacant equestrian area is critical. Although difficult to value, MRCA tenant surveillance, if calculated at the MRCA hourly rate of \$60 per hour, is significant.

Exhibit A1



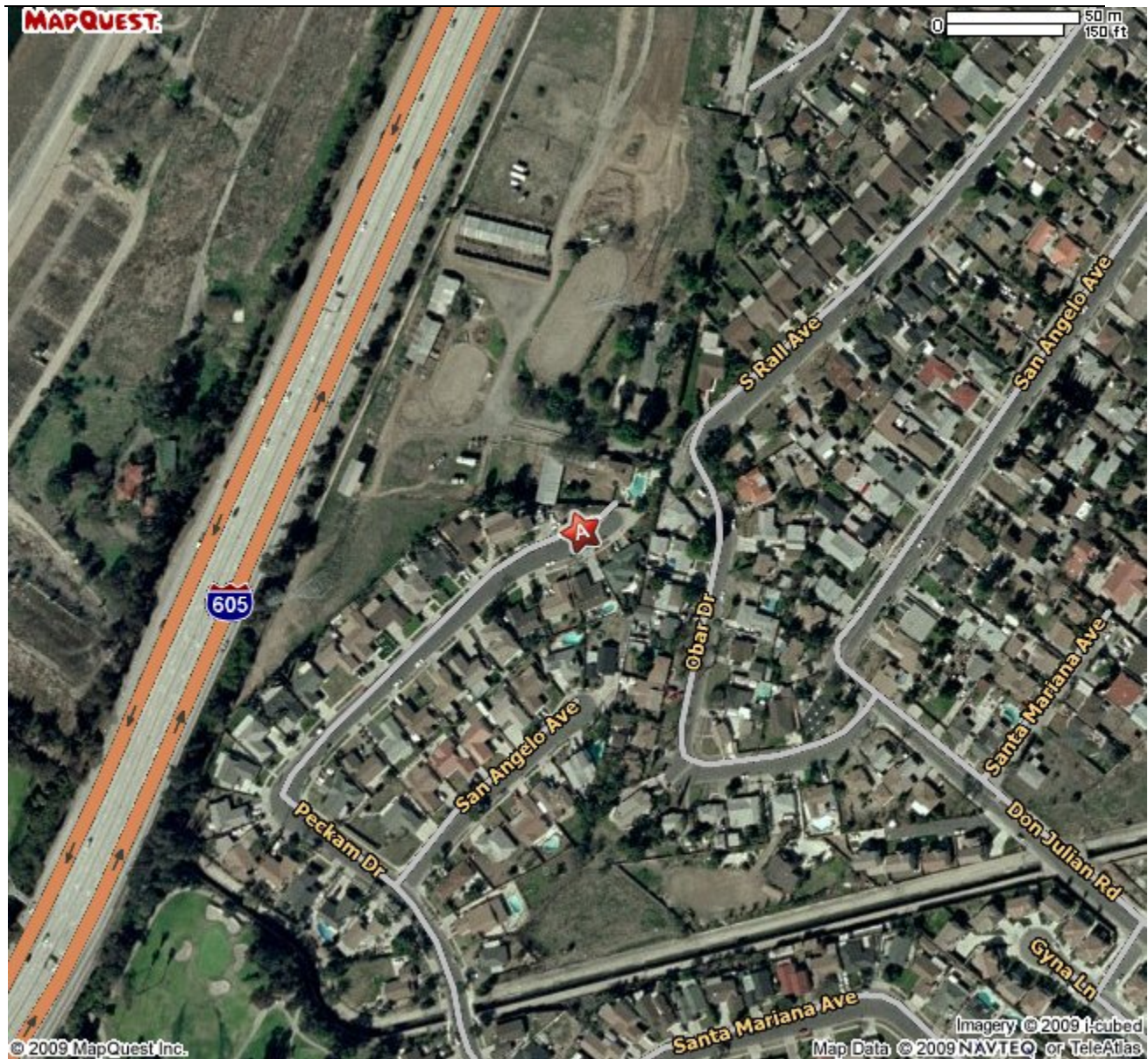
Source: County of Los Angeles, 2006.



Duck Farm Draft IS/MND
Watershed Conservation Authority

Figure 2-2
Local Vicinity Map

Exhibit A2 – Item 8E
Location 455 Rall Avenue, La Puente, CA



Item 8E – Exhibit B

PROPERTY NAME: 455 South Rall Avenue, La Puente, CA 91746

TENANT NAME:

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into and effective this ____ day of _____, 2009, by and between the Watershed Conservation Authority, a joint powers agency established pursuant to Cal. Gov. Code 6500, *et seq.* (“WCA”) and _____(TENANT), a MRCA Employee, and the following named individual(s), if any, hereinafter referred to as TENANT HOUSEMATES listed herein:

The parties do agree as follows:

1. WCA does hereby lease to TENANT that certain real property in the County of Los Angeles, State of California, together with appurtenances, described as follows: 455 South Rall Avenue, La Puente, CA 91746, (“PREMISES”).

2. The PREMISES shall be occupied for residential purposes only.

3. The term of this AGREEMENT shall be from _____, __ 2009 until _____, __ 2010 (“Initial Lease Term”); at the end of the Initial Lease Term, this Agreement shall remain in force on a month-to-month basis, unless terminated by either WCA or TENANT at any time giving the other party notice in writing at least thirty (30) days prior to the date when such termination of the AGREEMENT shall become effective unless one of the following occurs:

a. The employment relationship between TENANT and the MRCA is at will, and therefore said employment relationship is terminable at the will of either the MRCA or the TENANT, with or without cause, at any time. In the event of termination of the employer- relationship between MRCA and TENANT, this AGREEMENT will immediately terminate and TENANT and any

TENANT HOUSEMATES will surrender possession of the PREMISES to WCA 30 days. TENANT acknowledges that in the event the ranger services contract entered into by and between the WCA and the MRCA expires or is otherwise terminated TENANT will be required to surrender the premises to WCA.

b. TENANT will be deemed to be in breach of the AGREEMENT due to gross malfeasance, gross negligence, or criminal conduct on the part of TENANT and/or TENANT HOUSEMATES, and in such case, this AGREEMENT is immediately terminated, and TENANT and TENANT HOUSEMATES will surrender possession of the PREMISES to the WCA within a reasonable time set by the WCA.

c. Breach of any of the provisions of this AGREEMENT by TENANT and/or TENANT HOUSEMATES will be grounds for immediate termination of this AGREEMENT, and in such case, the TENANT and/or TENANT HOUSEMATES will surrender possession of the PREMISES to the WCA 30 days.

d. It is in the WCA's best interest to terminate this AGREEMENT.

e. The WCA sells or transfers ownership of the PREMISES.

f. Nothing in this AGREEMENT is intended to alter the at-will nature of the TENANT's employment status with the MRCA.

4. TENANT shall occupy the PREMISES at the full discretion of the Executive Officer of the MRCA as part of the compensation to TENANT in his capacity as an at-will of the MRCA and at the full discretion of WCA. Occupancy of the PREMISES by TENANT HOUSEMATE(S) is conditioned upon the continued employment of TENANT with the MRCA, compliance with park rules by TENANT HOUSEMATES and compliance with the provisions of this AGREEMENT by both TENANT and TENANT HOUSEMATE(S). As a requirement of continued employment with the MRCA, TENANT is expected to perform the responsibilities described in Paragraph 6 of this AGREEMENT in a satisfactory manner, as determined by the Executive Officer of the MRCA or his designee and WCA.

5. WCA has determined that it is in the best interest of the WCA to have TENANT, so long as he is employed by the MRCA, occupy and manage the PREMISES for the purposes of public safety, property protection and to perform the duties set forth in Paragraph 6 of this AGREEMENT. Therefore, the public benefit services provided by TENANT are in lieu of monetary compensation for the lease of subject property.

6. Failure to perform the services listed in Paragraph 6 below in a satisfactory manner, as determined by the Executive Officer of the MRCA or his designee and WCA shall constitute a breach of this AGREEMENT. Furthermore, should TENANT cease to be an employee of the MRCA for any reason whatsoever, TENANT and TENANT HOUSEMATES shall be subject to notice to vacate PREMISES pursuant to Paragraph 3 of this AGREEMENT.

7. TENANT shall be responsible for the following duties:

- a. Keeping the PREMISES in a decent, safe and sanitary condition;
- b. Report any hazardous condition or unusual situation to the Executive Officer of the WCA or designee;
- c. Provide twenty-two (22) hours per month maintenance/repair and surveillance duties at the PREMISES and surrounding area, as designated and agreed in advance with the WCA designee.

These responsibilities and rules shall be evaluated in a formal review on one or more occasions during the term of this AGREEMENT.

8. In the event of default, rent for any holdover period shall be \$1500 per month. This provision for holdover rent will apply to TENANT and TENANT HOUSEMATES if either or both should holdover.

9. WCA shall provide water, refuse collection, natural gas, septic and up to \$200 per month electricity during the term of the lease. TENANT and/or TENANT HOUSEMATES shall pay for electricity costs above \$200 monthly and all other utilities and services ordered by TENANT and/or TENANT HOUSEMATES such as, installation of personal telephone/internet lines, cable, etc., and be responsible for any/all charges for personal telephone calls.

10. WCA will not be responsible for losses or damage to property, equipment or materials of the TENANT and/or TENANT HOUSEMATES and all losses shall be reported to WCA and MRCA immediately upon discovery.

11. The appliances and fixtures are the property of the WCA and shall remain at the PREMISES, unless otherwise stated as TENANT – owned herein:

12. TENANT and TENANT HOUSEMATES agree not to interfere with the interests of any person or persons (or their rights of ingress and egress) that may presently, or in the future, hold oil, gas, or other mineral rights upon or under said PREMISES.

13. TENANT shall, at his sole cost and expense, comply with all of the laws and requirements of all applicable municipal, state and federal laws now in force, or which may be enacted pertaining to the PREMISES and use of the PREMISES as provided by this AGREEMENT.

14. The terms of this AGREEMENT and the covenants herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors of the parties hereto.

15. TENANT and TENANT HOUSEMATES shall not commit, suffer or permit any waste or nuisance on said PREMISES or any acts to be done thereon in violation of any laws or

ordinances. TENANT and TENANT HOUSEMATES shall permit MRCA and WCA or its agents to enter said PREMISES as provided below in section 18.

16. TENANT agrees to pay all lawful taxes, assessments or charges which at any time may be levied upon his interest in this AGREEMENT. It is understood that this lease may create a possessory interest subject to property taxation and TENANT be subject to the payment of any taxes levied on such interest. In the event that TENANT is required to pay possessory interest tax, the amount of said tax actually paid shall be reimbursed to TENANT by WCA after TENANT submits to WCA a paid bill for said tax.

17. All notices which may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under or opposite its signature to this AGREEMENT, or by actual receipt of said notice. Nothing herein contained shall preclude the giving of any such notice by personal service. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided.

18. TENANT and TENANT HOUSEMATES shall not assign this AGREEMENT. TENANT and TENANT HOUSEMATES shall not sublet the PREMISES or any portion thereof.

19. WCA shall maintain the PREMISES in good repair and habitable condition. TENANT agrees to keep the PREMISES in a neat, clean and orderly condition at all times. WCA and MRCA may, upon 24 hours prior notice, make inspections of the PREMISES. At the expiration of said term, or any sooner, termination of this AGREEMENT, TENANT and/or TENANT HOUSEMATES shall surrender possession of said premises and its appurtenances to WCA in good condition and working order, with exceptions for reasonable wear and tear, damage by the elements, acts of god, or damage or material alterations stemming from circumstances over which TENANT and/or TENANT HOUSEMATES had no control. TENANT acknowledges that WCA may on an annual basis inspect the property on the anniversary date of the effective date.

20. TENANT and/or TENANT HOUSEMATES shall provide WCA with keys to all door and gate locks on the PREMISES and shall not change the locks without the consent of the WCA.

21. TENANT and/or TENANT HOUSEMATES shall not make any alteration to the PREMISES, erect any structures, plant any plants, hang or paint any signs on the PREMISES without the prior consent of the WCA.

22. This AGREEMENT is made upon the express condition that WCA and MRCA, their agents, officers and s are to be free from all liability and claims for damages resulting from the negligence, misconduct or criminal conduct of TENANT, TENANT HOUSEMATES, by reason of any injury to any person or persons, including TENANT and/or TENANT HOUSEMATES or property of any kind whatsoever and to whomsoever belonging, including TENANT and/or TENANT HOUSEMATES. TENANT agrees to defend, indemnify and hold

harmless WCA and MRCA, their officers, agents and s from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring. WCA and MRCA will not be liable for any debts or claims that arise from the operation of this AGREEMENT.

23. If TENANT and/or TENANT HOUSEMATES abandons, vacates or surrenders the PREMISES, or are disposed by the process of law, any personal property belonging to TENANT and/or TENANT HOUSEMATES and left on the PREMISES shall be deemed to be abandoned at the option of WCA. Failure by TENANT to occupy the PREMISES for a period of thirty (30) days or longer shall constitute abandonment by TENANT and/or TENANT HOUSEMATES.

24. It is agreed and understood by all parties hereto that TENANT and any of TENANTS agents and TENANT HOUSEMATES, in the performance of this AGREEMENT, shall act in an independent capacity and not as officer, or agent of the WCA.

25. This tenancy is of a temporary nature and the parties to this AGREEMENT agree that no relocation benefits from WCA or any other public or governmental agency will be sought or provided in any form as a consequence of this tenancy.

26. TENANT shall pay WCA all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by WCA may have, in the event of any breach of any terms or conditions contained in this AGREEMENT or to recover possession of said premises, whether or not such action proceeds to judgment.

27. In addition to any other rights or remedies WCA may have, in the event of any breach of this AGREEMENT by TENANT and/or TENANT HOUSEMATES, WCA shall have the immediate right of re-entry and may take possession of the PREMISES and remove all persons and property there from.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereon the date first above written.

TENANT

BY:

Signature

Print Name

TENANT HOUSEMATE - NONE

BY:

Signature

Print Name

ADDRESS: 455 South Rall Avenue, La Puente, CA 91746

WATERSHED CONSERVATION AUTHORITY

BY:

Belinda V. Faustinos, Executive Officer

ADDRESS: 100 Old San Gabriel Canyon Road, Azusa, CA 91702

May 18, 2009 - Item 8E

RESOLUTION 2009-05

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) RECOMMENDING THAT THE WATERSHED CONSERVATION AUTHORITY ENTER INTO A LEASE AGREEMENT WITH THE MOUNTAINS RECREATION CONSERVATION AUTHORITY FOR THE DUCK FARM

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the RMC and the Los Angeles County Flood Control District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, The Joint Powers Agreement provides that the Rivers and Mountains Conservancy shall approve the budget of the Watershed Conservation authority and since the request action will have an impact on such budget; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that, the RMC hereby:

5. FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Section 32600 *et seq* of the Public Resources Code.
11. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
12. ADOPTS the staff report dated May 18, 2008.
13. APPROVES a recommendation that the Watershed Conservation Authority enter into a Lease Agreement with the Mountains Recreation Conservation Authority for the Duck Farm.

~ End of Resolution ~

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Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on May 18, 2009

Dan Arrighi, Chairperson

ATTEST:

Terry Fujimoto
Deputy Attorney General

DATE: May 18, 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 8F: Consideration of Resolution Supporting Assembly Bill 139 (Brownley)

RECOMMENDATION: That the RMC adopt a resolution in support of AB 139 by Assembly Member Julia Brownley.

BACKGROUND: On April 28, 2008 the RMC approved support for AB 564 (Brownley) which is substantively consistent with this new bill, AB 139. The bill will update the Los Angeles County Flood Control Act by authorizing the Los Angeles County Flood Control District to collect a fee or charge in compliance with Article XIII D of the California Constitution (also known as Proposition 218). If the LACFCD should seek to exercise this new authority, it would still have to meet all requirements of Proposition 218, including a successful public vote on the proposed fee or charge.

The LACFCD was created under 1915 state legislation, with authority to provide flood protection, water conservation, recreation and aesthetic enhancements. The district today covers an area over 3000 square miles, including 85 cities and over 2.1 million land parcels, and is responsible for most of the drainage infrastructure in Los Angeles County. New priorities such as an aging flood protection infrastructure, pollution from urban and stormwater runoff, water conservation, and unmet drainage needs threaten to overwhelm the district's financial capability.

LACFCD is governed as a separate entity by the LA County Board of Supervisors, and can issue bonds or levy assessments on real property but does not have the authority to request voters to enact a fee or similar charge. AB 564 would make that a viable option to consider.

The LACFCD is an indispensable partner for the RMC on many multi-benefit projects involving river and tributary recreation access, water conservation and water quality improvement, and related objectives. In order to carry out many of the potential projects complementary to RMC goals, the LACFCD needs revenues adequate to meet these pressing priorities, and should have all options available for the Board of Supervisors' consideration.

AB 139 was recently amended to include a proposed 65%, 35% split in allocation of funding. The full text of the measure is attached.

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May 18, 2009 – Item 8F

RESOLUTION 2009-06

RESOLUTION OF THE LOWER LOS ANGELES AND SAN
GABRIEL RIVERS AND MOUNTAINS CONSERVANCY (RMC)
SUPPORTING ASSEMBLY BILL 139 (BROWNLEY)

WHEREAS, The Los Angeles County Flood Control District (LACFCD) is a frequent and indispensable partner with the RMC on multi-benefit projects involving stormwater management, water quality, water conservation, open space and recreation; and

WHEREAS, The LACFCD has undertaken many new priorities and mandates for the protection of water quality since the agency's formation in 1915; and

WHEREAS, To successfully carry out its priorities and meet new mandates the LACFCD needs all revenue options available for its consideration; and

WHEREAS, Assembly Member Julia Brownley has introduced Assembly Bill 139 to clarify and ensure the power of the LACFCD to levy a fee or charge on property under the provisions of Article XIII D of the California State Constitution (also known as Proposition 218); and NOW

Therefore be it resolved that, the RMC hereby:

1. SUPPORTS passage by the Legislature and signature by the Governor of Assembly Bill 139 by Assembly Member Brownley.

~ End of Resolution ~

Passed and Adopted by the Board of the
LOWER LOS ANGELES AND SAN GABRIEL RIVERS AND MOUNTAINS
CONSERVANCY on May 18, 2009

Dan Arrighi, Chair

ATTEST:

Terry Fujimoto
Deputy Attorney General

DATE: May 18, 2009

TO: RMC Governing Board

FROM: Belinda V. Faustinos, Executive Officer

SUBJECT: Item 8G: Consideration of a resolution authorizing a grant application in cooperation with the Los Cerritos Wetlands Authority for the USFWS National Coastal Wetlands Conservation Grant Program for the acquisition of properties within the Los Cerritos Wetlands Complex and execute such agreements as may be necessary for managing the USFWS grant.

RECOMMENDATION: That the RMC adopt a resolution authorizing a grant application in cooperation with the Los Cerritos Wetlands Authority (LCWA) for the USFWS National Coastal Wetlands Conservation Grant Program for the acquisition of properties within the Los Cerritos Wetlands Complex and execute such agreements as may be necessary for managing the USFWS grant.

PROJECT DESCRIPTION: The RMC was designated by the Governor as an authorized state agency to apply for the USFWS National Coastal Wetlands Conservation Grant Program. In cooperation with the LCWA, the RMC will apply for the USFWS National Coastal Wetlands Conservation Grant Program for the acquisition of properties within the Los Cerritos Wetlands Complex. The RMC and LCWA will work cooperatively to develop a competitive, clear and concise grant application, which will rank highly among grant applicants. If the RMC is awarded this grant, it will be necessary to execute such agreements as may be necessary for managing the grant. Although the LCWA has received preliminary funding recommendations from the RMC Prop 84 Grants and the Wildlife Conservation Board, it is unknown when these funds will become available given to the state budget shortfalls. It is imperative other funding sources are pursued in order to continue acquiring properties and sustain a long-term management and restoration program for the Los Cerritos Wetlands Complex. Staff contemplates submitting an application for at minimum \$1 million under this program.

BACKGROUND: The Coastal Wetlands Planning, Protection and Restoration Act established the National Coastal Wetlands Conservation Grant Program to acquire, restore, manage, and enhance coastal wetlands. This grant program is utilized to acquire, restore or enhance coastal wetlands and adjacent uplands to provide long-term conservation benefits to fish, wildlife and their habitat. States receiving funds include Alaska, California, Connecticut, Florida, Georgia, Maine, New Jersey, Oregon, Texas, Virginia, Washington, and Wisconsin. In 2009, San Diego received \$1 million dollars for the South San Diego Bay Coastal Wetland Restoration and Enhancement to acquire 180 acres of wetlands and San Francisco received \$1 million dollars for conservation of the Lower Redwood Creek Wetland Restoration. At this time USFWS is receiving project proposals until June 24, 2009 and letters of financial matching commitments by September 25, 2009.

The following is a summary of the grant application requirements:

National Coastal Wetlands Conservation Grant Program
FY 2010
Notice of Availability of Grants

Request for Applications

Program Overview Information

Federal Agency Name:

U.S. Department of the Interior

Fish and Wildlife Service (Service)

Wildlife and Sport Fish Restoration Program (WSFR) and Division of Fish and Wildlife Management and Branch of Habitat Restoration

Funding Opportunity Title:

Coastal Wetlands Planning, Protection, and Restoration Act - National Coastal Wetlands Conservation Grants

Announcement Type:

Announcement of availability of grants for Fiscal Year (FY) 2010 and request for applications.

Funding Opportunity Number: CWG-10

Catalog of Federal Domestic Assistance (CFDA) Number: 15.614

Dates: Hard copy applications are due to the Regional Fish and Wildlife Service WSFR Office by June 26, 2009, 4:00 p.m. local time at the Regional Office. Electronic applications submitted through Grants.gov will be accepted up until June 26, 2008, 4:00 p.m. Eastern Daylight Time. However, it is recommended that electronic applications be submitted through Grants.gov by June 24, 2009, 4:00 p.m. Eastern Daylight Time to allow for any unforeseen technical complications. We will not consider applications received after the due date for funding.

Applicants are encouraged to submit applications approximately 4-6 weeks prior to the due date if they would like the Fish and Wildlife Service to provide comments on their application. Although there is no guarantee that comments will be provided, feedback generally includes recommendations to improve the application. Applicants can contact their Regional Fish and Wildlife Service WSFR contact in Section IV, A (Address to Request/Submit Application Package) for additional information about submitting early.

Because it is difficult for some State agencies to submit letters of financial commitment by non-State agency partners by the June 26, 2009 due date, the Regional WSFR Office will, in some cases, accept letters no later than Sept. 25, 2009, 4:00 p.m. local time at the Regional Office. The State agency must provide a justification in their original application package for submitting the letters after the June 26, 2009 due date. It will be the discretion of the Regional WSFR Office to allow or deny submission of letters between the June 26, 2009 and the Sept. 25, 2009 time period. No letters will be accepted after Sept. 25, 2009, 4:00 p.m. local time at the Regional Office.

The announcement of awards will be in December 2009 or January 2010.

Additional information: The Coastal Wetlands Planning, Protection, and Restoration Act (Section 305, Title III, Public Law 101-646, 16 U.S.C. 3954) established the National Coastal Wetlands Conservation Grant Program to acquire, restore, and enhance wetlands in coastal States through competitive matching grants to State agencies. The primary goal of the National

Coastal Wetlands Conservation Grant Program is the long-term conservation of coastal wetland ecosystems. In FY 2009, the National Coastal Wetlands Conservation Grant Program awarded more than \$20 million to 12 States to fund 25 individual projects encompassing nearly 13,543 acres of coastal habitat.

The Final Rule establishing the requirements for participation in the National Coastal Wetlands Conservation Grant Program was published in the Federal Register July 30, 2002 (67 FR 49264). The program regulations are in 50 CFR 84. Additional information about the Program is online at <http://www.fws.gov/coastal/CoastalGrants>.

I. Funding Opportunity Description

Coastal wetlands are valued because they protect against flooding, help maintain water quality, and provide habitat for wildlife. Coastal environments are important economically, generating billions of dollars annually through such industries as commercial fishing and tourism. The National Coastal Wetlands Conservation Grant Program provides States with a means of protecting and restoring these valuable resources.

Projects can include (1) acquisition of a real property interest (e.g., easement or fee title) in coastal lands or waters from willing sellers or partners (coastal wetlands ecosystems) for long-term conservation or (2) restoration, enhancement, or management of coastal wetlands ecosystems for long-term conservation.

Examples of restoration efforts that could be funded include:

- Restoring wetland hydrology by plugging drainage ditches, breaking tile drainage systems, installing water control structures, dike construction, or re-establishing historic connections with waterways.
- Planting native vegetation.
- Removal of exotic plants and animals that compete with native fish and wildlife and alter native habitats.

Ranking decisions are based on criteria published in title 50 of the Code of Federal Regulations, Part 84.32. Also see Attachment A to this announcement that clarifies select ranking criteria and addresses questions regarding 50 CFR Part 84.

II. Award Information:

The Fish and Wildlife Service expects that approximately \$18.5 million will be available for grants from the National Coastal Wetlands Conservation Grant Program in FY 2010. Awards typically range from \$200,000 (there is no specific minimum) to a maximum of \$1,000,000. We expect to announce the awards in December 2009 or January 2010.

III. Eligibility Information

A. Eligible Applicants

Eligible applicants are any agency or agencies designated by the Governor of a coastal State. It is usually a State natural resource or fish and wildlife agency. If your agency is uncertain of its eligibility, please contact the Regional Fish and Wildlife Service WSFR contact in Section IV, A

(Address to Request/Submit Application Package). The Regional Fish and Wildlife Service WSFR contact maintains the list of certified eligible agencies in each coastal State in his/her Region.

Eligible coastal States are States bordering the Great Lakes (Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Pennsylvania, and Wisconsin); States bordering the Atlantic, Gulf (except Louisiana), and Pacific coasts (Alabama, Alaska, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Oregon, Rhode Island, South Carolina, Texas, Virginia, and Washington); and American Samoa, Commonwealth of the Northern Mariana Islands, Guam, Puerto Rico, and the Virgin Islands. Louisiana is not an eligible coastal State for this program as dictated by the Coastal Wetlands Planning, Protection, and Resources Act (16 U.S.C 3955 (b)(1)).

B. Cost-Sharing or Matching

The maximum Federal cost share for this Program is 75 percent of total project costs in States that have a fund established and used for acquiring coastal wetlands, other natural areas, or open spaces. States that do not have a fund are limited to a maximum 50 percent Federal cost share. The following insular areas: American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands are not required to provide a match, in which case the Federal government may provide all of the project costs. Puerto Rico is not exempt from the match requirements of this Program.

Note that the matching requirement is based on total project costs, not only the amount requested from the National Coastal Wetlands Conservation Grant Program. If the grant request is part of a larger project, the applicant must supply matching funds based on the entire project costs.

Applications must include a description of the State trust fund that supports a request for a 75 percent Federal share in sufficient detail for the Service to make an eligibility determination, or a statement that eligibility has been previously approved and no change has occurred in the fund, along with the other requirements listed in "IV. Application and Submission Information, B. Content and Form of Application" of this announcement.

Cost-sharing requirements are detailed in 50 CFR 84.46. The requirements allow for in-kind contributions for the required non-Federal match. To receive points under the ranking criterion "Federal share reduced" (50 CFR 84.32 (a)(11)), however, match above the required non-Federal share must be cash. See Attachment A: Clarification of Select Ranking Criteria in 50 CFR 84.32 and General Program Questions for more information.

Any matching funds from a non-State agency must be documented with a signed letter of commitment from an authorized representative of the match provider in the application. The letter of commitment must detail the amount of matching funds or value of donated land and/or services. If any matching funds are pending from non-State sources, the State applicant should state that they plan to supply any funds that aren't realized from the non-State sources. The State applicant is responsible for ensuring the full amount of the non-Federal match as listed on the SF-424.

Because it is difficult for some State agencies to submit letters of financial commitment by non-State agency partners by the June 26, 2009 due date, the Regional WSFR Office will, in some

cases, accept letters no later than Sept. 25, 2009, 4:00 p.m. local time at the Regional Office. The State agency must provide a justification in their original application package for submitting the letters after the June 26, 2009 due date. It will be the discretion of the Regional WSFR Office to allow or deny submission of letters between the June 26, 2009 and the Sept. 25, 2009 time period. No letters will be accepted after Sept. 25, 2009, 4:00 p.m. local time at the Regional Office.

C. Other

Although only State agencies can apply for and receive grants from this Program, the Program encourages partnering with Tribes, Federal agencies, other State agencies, non-governmental organizations, local governments and others.

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May 18, 2009 - Item 8B

RESOLUTION 2009-07

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING SUBMISSION OF A GRANT APPLICATION IN COOPERATION WITH THE LOS CERRITOS WETLANDS AUTHORITY FOR THE USFWS NATIONAL COASTAL WETLANDS CONSERVATION GRANT PROGRAM FOR THE ACQUISITION OF PROPERTIES WITHIN THE LOS CERRITOS WETLANDS COMPLEX AND EXECUTION OF SUCH AGREEMENTS AS MAY BE NECESSARY FOR MANAGING THE USFWS GRANT.

WHEREAS, The RMC is authorized to enter into contracts and grants in accordance with Section 32614(b) of the Public Resources Code; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

WHEREAS, the Los Cerritos Wetlands Authority is an established separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (e.g., Government Code § 6500 *et seq*) and governed solely and in accordance with the terms and conditions set forth in the Los Cerritos Wetlands Authority Joint Exercise of Powers Agreement; NOW

Therefore be it resolved that, the RMC hereby:

6. FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Section 32600 *et seq* of the Public Resources Code.
14. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
15. ADOPTS the staff report dated May 18, 2009.
16. APPROVES a grant application in cooperation with the Los Cerritos Wetlands Authority for the USFWS National Coastal Wetlands Conservation Grant Program for the acquisition of properties within the Los Cerritos Wetlands Complex and execute such agreements as may be necessary for managing the USFWS grant.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS

CONSERVANCY on May 18, 2009

Dan Arrighi, Chairperson

ATTEST:

Terry Fujimoto
Deputy Attorney General

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